

The Solicitors' Journal.

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CURRENT TOPICS.

IT DOES NOT CLEARLY APPEAR from the Lord Chancellor's statement in introducing the Judicature Act Amendment Bill, on Tuesday, whether the Master of the Rolls is to cease to be a member of the High Court of Justice, so as to enable a new judge of first instance to be appointed in his place. "The Master of the Rolls," he said, "would be—he did not say transferred—but confined to the Court of Appeal." It is to be presumed, however, that it is intended to appoint a new judge. If this is not done, and the number of judges in the Chancery Division is to be practically reduced to four, this reduction, combined with the frequent absence on circuit of at least one of the four judges, will undoubtedly reproduce long lists of arrears.

IT IS TO BE OBSERVED, that although the Lord Chancellor has doubts as to the power conferred by the Act of 1877 to appoint a successor to Mr. Justice FRY, he has already acted upon the power supposed to be given in appointing Mr. Justice KAY. We presume that the new Bill will contain an indemnity in respect of that appointment.

THE CONVEYANCING and Law of Property Bill, which, it will be remembered, we recently discussed at consider-

able length, has been referred to a Select Committee of the House of Commons, which, although mainly composed of lawyers, comprises only four members of the bar of experience in conveyancing matters. We are glad to observe, however, that four solicitor M.P.'s are to serve on the Committee, but among them we regret to miss the names of Mr. DODDS, M.P., and Mr. GREGORY, M.P. It is very much to be hoped, but hardly to be expected, that the Committee will finish its labours in time for the Bill to pass this session. The Bill was considered with unusual care when it was first drafted, and we should have thought that it might have escaped the ordeal of a Select Committee.

A NOTICE respecting certain office regulations of the Chancery Pay Office, which we have been requested to publish, appears in another column. The principal change in the practice of the office which is effected by this notice consists in the alteration of the form of power of attorney for receipt of dividends hitherto in use, and the non-requirement, in future, of an affidavit of the execution of such powers. This will effect a saving of expense, and will not, it may be hoped, leave a door open for mistakes. Certificates of funds in court ought to be issued on the day after being bespoken, instead of three days after, as provided in the notice; and transcripts of accounts might, it would be supposed, be made out in three days, instead of taking a week, as appears from the notice. We believe, however, that the times named in this notice are not such as will be strictly adhered to, but only indicate the *maximum* period in each case beyond which the delivery of certificates and transcripts will not be delayed.

IT WERE HEARTILY to be wished that the Lord Chancellor, freed from the temptation to ruin the fair creations of his own hand, would direct his attention to the task of completing the structure which he has done so large a part in building up. On the one hand we cannot look for any machinery which is likely to work more smoothly, easily, and steadily than the Court of Appeal as at present constituted. On the other hand, notwithstanding the variety and multiplicity, both of its judges and its business, the Queen's Bench Division has, since Lord COLERIDGE's reform, dealt with its work, on the whole, with great success. But there remains in force the curious arrangement by which it still acts in part as a Court of Appeal from itself; and the other not less singular peculiarity, that only groups of from two to three judges at Westminster can do what one judge is competent to do at Lincoln's-inn, a peculiarity which goes even to the extent that the same judge who has feared to sit alone at the one place during the legal sittings, boldly encounters the responsibility of sitting alone at the other place during the vacation. For the loss of labour and of time produced by the latter peculiarity, it may be doubted whether any cure will be effectual but change of place. But the former might be, without difficulty, remedied by adding to the duties of the Court of Appeal that of hearing all appeals of whatever kind, from every tribunal presided over by a single judge of the High Court. That the number of the Court of Appeal would need to be increased is possible—perhaps even to the full number of nine originally contemplated; but the extra cost to the nation would be amply saved by relieving the judges of the High Court from the necessity of constantly sitting in double and treble strength, as a kind of passage to the Court

of Appeal, and relieving suitors from the necessity of passing not only a double, but sometimes a treble gate, as not unfrequently happens when questions of new trial, misdirection, and judgment are mixed up, before they can rest from their labour of litigation. To say nothing of this, that the more such multitudinous courts are discontinued, the more is that habit of mind likely to die out which drives learned judges with such an imperative instinct into one another's society upon the bench.

THE ATTENTION of persons interested should be directed to *Dyson, Appellant; London and North-Western Railway Company, Respondents* (29 W. R. 565, now at length reported in this month's issue of the *Law Reports*, 7 Q. B. D. 32), the short result of which is, that the well-known bye-laws of railway companies providing for the fining of, and the recovery of extra fare from, passengers failing to show their tickets, cannot be enforced, even in a case where an intention to defraud has been found as a fact. Numerous cases, of which *Dearden v. Townsend* (14 W. R. 53, L. R. 1 Q. B. 10) is perhaps the best known, and *Saunders, Appellant; South-Eastern Railway Company, Respondents* (29 W. R. 56, L. R. 5 Q. B. D. 456) is the latest, had decided that these bye-laws were "bad," on some ground or other, in the case of an innocent infringement of them, but the case to which we refer is the first instance of a conviction being questioned where fraud was found. The court observed that it would be still open to the company to proceed against the same defendant under the 103rd section of the Railways Clauses Act, for "traveling without having paid his fare, and with intent to avoid payment thereof." It may be observed that, in *Dyson's case*, the court disapprove of the *dictum* of COCKBURN, C.J., in *Saunders, Appellant; South-Eastern Railway Company, Respondents*, to the effect that section 108 of the Railways Clauses Act, from which a railway company derive all their power to make bye-laws, applies only to the cases where the line is worked by another than the owning company. Looking to the use of the word "generally" in that section, we incline to think the *dictum* of COCKBURN, C.J., wrong, but it is material to point out that it has not been expressly overruled, and that if it be law, it renders the whole code of railway bye-laws practically useless. Also it must be noted that in one of the earlier cases, *Brown v. Great Eastern Railway Company* (L. R. 2 C. P. D. at p. 409), there is a *dictum* of LUSH, J., that the common form bye-law is not bad because it does not impose a specific penalty, and that in *London and Brighton Railway Company v. Watson* (27 W. R. 614, L. R. 4 C. P. D. 119), while BRETT, L.J., was of opinion that it was repugnant to the statute and therefore bad, BRAMWELL and COTTON, L.JJ., "desired it to be understood that they expressed no opinion either one way or the other on that matter." All which considerations seem to point to the desirability of some definite legislation on the subject. It may be suggested as just and reasonable that while the passenger innocently travelling without a ticket should be required to pay a small additional percentage on his fare, the common cheat should be liable to three days' imprisonment with hard labour, without the option of a fine, for the fine of not more than forty shillings is surely an inadequate punishment for this class of offender.

A NEW QUESTION arose in *Quilter v. Mapleson*, on Monday last, as to the effect of the section of 22 & 23 Vict. c. 35, enabling relief to be granted against forfeiture for breach of a covenant to insure. The conditions on which according to that statute relief may be given are well known. No loss by fire must have happened; the breach must have been committed by accident or mistake, or otherwise without gross fraud

or negligence, and there must be an insurance on foot at the time of the application to the court in conformity with the covenant to insure. In *Quilter v. Mapleson*, the policies effected by the tenant MAPLESON expired on the 25th of March last, subject to the usual fifteen days' grace. The tenant was in America, and no premiums were paid to keep alive these policies or to effect new policies immediately upon their expiration; but the tenant on the 14th of May effected new insurances for three months in conformity with the covenant, and the policies were post-dated to the 25th of March. The tenant alleged that he had arranged with the insurance companies that the old policies should not lapse by reason of the non-payment of the premiums due in March. Upon this point Lord COLERIDGE considered that the result of the evidence was that "no doubt there was an understanding 'in honour,' that the directors would issue the policies when the premiums were paid, and that the policies, when issued, should cover the theatre from the 25th of March; but there was nothing to show that there was anything more than an 'understanding,' to which the directors were no parties whatever, and no instance was mentioned in which, in a similar case, such an understanding had been held to bind." If this is so, it is obvious that a breach of covenant had been committed. The premises were not "insured" in the proper sense of the term during about a fortnight. It cannot be said that an "understanding" with an insurance company, based on no consideration, is an insurance within the meaning of a covenant to keep premises insured. The only question, therefore, was whether the omission to insure had arisen through accident or mistake, and without gross negligence. This point Lord COLERIDGE seems, from the report in the *Times*, to have dismissed rather summarily. "Under the statute," he said, "the defendant would not be entitled to relief, because the facts being as stated—he having gone away to America without leaving any funds to keep up the insurances—the conditions under which the courts of equity were enabled to give relief have not been satisfied." The effect of this would seem to be that it is "gross negligence" to trust to the honour of an insurance company.

THE DECISION in *Susfield v. Bank of England*, on Monday last, to the effect that the bank is bound to pay notes of which the numbers have been altered (which seems to be good law) must, sooner or later, give rise to the serious question whether anything can be done by the Legislature to assist the bank and the mercantile public in tracing stolen notes, and this question is one to which the Committee on the "Stolen Goods Bill" may well direct their attention. The present process of "stopping payment" is lame in the extreme. The owner of notes lost or stolen pays through his bankers (from whom, if he had the notes from them, he may generally learn the numbers) a fee of half-a-crown, in return for which the bank will "stop" any number of notes. But the term "stop" is a misnomer. What the bank does is not to refuse payment of the notes (otherwise it would be liable to countless actions upon its promise to pay bearer on demand), but to inform the person paying the half-a-crown that on a particular day a particular stopped note was presented by a particular bearer, almost invariably a bank (in which case the aggregate amount paid in on the same occasion is stated), and paid. In very few cases indeed does the bank risk an action by the bearer, and probably in those cases the true owner has indemnified the bank from loss. What seems to be desired is, that some more effective process should be defined, and that it should be incorporated in an Act of Parliament. It might be provided, for instance, that the true owner of notes, known to have been either lost or stolen, should be entitled, on making an affidavit of the notes and of the circumstances of the loss, on entering into a recognizance to prosecute, and on payment of a reasonable fee, at once to obtain

Government aid towards recovering the notes. This aid could be given (*inter alia*) by immediate and systematic advertisements of the numbers of the notes, and by indemnifying the bank against actions in the majority of cases.

THE DEATH of Mr. CHARLES CLARK, Q.C., who was the father of the present generation of law reporters, severs another link with the past. Called to the bar in 1830 he had attended the appellate sittings of the House for thirty-one years, and had actually reported decisions of the year 1827. Mr. CLARK's courtesy and geniality endeared him to all those who came in contact with him, while his long experience of the House always invested his conversation with interest. It is worthy of note that he reported decisions of Lords ELDON and REDESDALE, and that his reporting career extended from the first chancellorship of Lord LYNCHURST to the second chancellorship of Lord SELBORNE.

THE PROPOSED CHANGES IN THE COURT OF APPEAL.

WHATEVER differences of opinion may have existed as to some provisions of the Judicature Acts and Orders, there is one point on which a striking unanimity has prevailed. The public and the profession have alike congratulated themselves on the possession of a Court of Appeal, powerful in the weight of its individual members, and in whose decisions, whether winning or losing, they can at least acquiesce. At first, indeed, it was felt that a court of a composite character, such as was constituted by the Judicature Act, was not satisfactory; and it was impossible to avoid, though most inconvenient to allow, a comparison between its permanent and its transitory elements. But after this defect was remedied by the Appellate Jurisdiction Act, 1876, and all the judges of the Court of Appeal were placed on the same level, the only objection vanished; and the public were well content that judges who were, in effect, the six best men to be found should form the court whose judgment should finally decide all matters short of those whose magnitude and importance carry them to the House of Lords. Since the extinction of the offices of Chief Justice of the Common Pleas and Chief Baron of the Exchequer, there is the more reason for regarding this arrangement with favour; for men of the first rank who would formerly have looked to the chiefships must now be content with, and will therefore occupy, seats in the Court of Appeal; and all that could have been desired would be that the functions of the court should have been enlarged, and that the emoluments of the office should have been more on a par with its relative rank. With such resources to draw upon, with a choice neither limited to the class of judges of the High Court, nor exclusive of them, there can, it seems manifest, be no difficulty in filling up in a perfectly satisfactory manner, not only six places in the Court of Appeal, but even the entire number of nine originally contemplated; provided only that political services are not allowed to weigh too heavily, and that mere length of service in the High Court is not supposed to entitle to a kind of *emeritus* appointment to the Court of Appeal.

It is, then, almost with the surprise of thunder in a clear sky that the ears of the public have been struck by the Lord Chancellor's proposal to re-model the Court of Appeal by depriving it of what has given it weight and steadiness, and endeavouring again to construct a copy of the least valuable and stable part of the image in Nebuchadnezzar's dream. Of all the judges who were *ex officio* members of the Court of Appeal, the only one who has sat with any considerable frequency is the Master of the Rolls—and the Master of the Rolls has

so sat frequently. When, therefore, the Lord Chancellor proposes to confine the functions of the Master of the Rolls to that court, and for that reason finds it unnecessary to fill up the place of the most powerful and most experienced of the Lords Justices, he cannot be said to be making a fresh appointment, or really to have provided for the vacancy. The places, however, once nominally, though seldom really, filled by the Chief Justice of the Common Pleas and the Chief Baron, are now to be occupied by the President of the Probate Division, who comes fresh from the trial of testamentary and matrimonial causes in that shy corner of our judicial system to assist in the constitution of a court which is henceforth to take appeals from his own division. Still, however, there remains a vacuum the extent of which, after these migrations, it is perhaps a little difficult to estimate, and which the Lord Chancellor proceeds to fill up somewhat in the method of a sheriff who summons the talesmen to fill up the gaps in a special jury. Two judges of the High Court are, it seems, to be elected yearly by their brethren, who, under what inducements and with what circumstances is not quite plain, are to be called upon on occasions to join the ranks of the Court of Appeal. We will not speculate on the method and the grounds in and upon which this extremely invidious election is to be decided; whether the post of talesman is one to be sought or to be avoided, to be competed for or to be exchanged against, whether it is to be given on considerations of age, or of freshness of mind, or of knowledge of law, or of experience, or of weak health, or of seniority in the service, or of most recent appointment. In whatever way, and by whatever fluctuating methods and views, this question may from time to time be determined by the electoral constituency of judges, it is at least certain that it can only be by an exception that the judgments of the occasional players will be regarded in the same way as those of the regular company. We have heard of late much, perhaps too much, of the dignity of judges, a dignity which when construed meant a place in the Court of Appeal; but the gift of dignity thus made will hardly be acceptable except to judges who do not know a stone from bread or a scorpion from a fish.

WHAT CONSTITUTES A CONVERSION?

THE history of the law with regard to actions for tortious interference with the right of property in goods affords a very good illustration of the rigidity of our common law in former days, and also of the difficulty there is in thoroughly eradicating the influence of ancient forms even under a more enlightened and flexible system. The ancient action of trover was based originally upon a fiction, a fictitious finding or a fictitious bailment being supposed antecedent to the conversion complained of; and though these fictions have long been dropped, difficulty has still arisen, because the conversion may be fictitious also in one sense—that is to say, the wrong actually complained of may not be a conversion to the use of the defendant at all in the natural sense of the words. The result is that, as must necessarily happen when words are diverted from their natural meanings, it becomes difficult to say at last what is included in the term "conversion." In consequence of this uncertainty there have been several cases in which the judges have differed in opinion as to what constitutes a conversion.

The recent case of *Glyn & Co. v. The East and West India Dock Company* (29 W. R. 316), a case in which Bramwell and Baggallay, L.J.J., dissented from Brett, L.J., overruled Field, J., is an instance of the difficulty that we refer to, though the leading case on this question is *Hollins v. Fowler* (L. R. 7 H. L. 757), a case in which the opinions delivered by the judges in the House of Lords almost exhaust the subject. We do

not propose to go into the details of these cases or the other more or less conflicting authorities on the question what constitutes a conversion. We are rather disposed to suggest that the whole controversy is obsolete, and that the substantial questions that were involved in the old discussion ought now to be fought out on other lines.

It is common knowledge acquired by every student of law in reference to the origin of the action on the case that the old common law provided certain definite forms of action. The actions provided with regard to tortious interference with the right of property in chattels were trespass, trover, and detinue. The idea of the action of trover was of goods not actually seized while in the owner's possession, but found or bailed and afterwards tortiously converted by the finder or bailee to his own use; and by the very hypothesis on which the action was based, the measure of damages was the value of the goods. This being the form of action, the next question is, what are the facts that can be fitted into it—in other words, what facts are evidence of a conversion? With regard to that question the course of things is, as might be expected, this. Legal experience constantly shows that the mould or form of action is by no means suited to all the requirements of real life, and to meet all the cases of injuries to the right of property in chattels. It is consequently every now and then more or less stretched by judges desirous of doing justice. The result is that attempts are made to stretch it still further, but then the divergence from the natural meaning of words becomes too glaring, and other judges resist the tendency towards expansion. A struggle is apparent in the course of the decisions, and the meaning of the word "conversion" fluctuates and becomes uncertain, the opinions of the judges tending sometimes one way sometimes the other. The opinions of Blackburn, J., and Brett, J., in *Hollins v. Fowler* in the House of Lords, and the judgment of Bramwell, B., in that case in the court below, and his judgment in *Glyn & Co. v. East and West India Dock Company*, are most instructive reading, as showing the nature and scope of this controversy. It is difficult to summarize the views therein expressed with regard to the points at issue, but it seems to us that there are involved two questions, one of which is a question of form, the other one of substance, and the two became mixed up together in the discussions about what constituted a conversion in such wise, that the formal and technical question much obscured and confused the substantial one.

We will endeavour to state what, in our opinion, the two questions are. To begin with the question of form. The action of trover was an action in which the alleged grievance was that the defendant had converted the plaintiff's goods to his own use. The question thereupon arises, what acts amount to a conversion of goods to a person's use? The answer made by the text-books is too vague to be of much use. Some such expression is generally used as, that any exercise of dominion inconsistent with the plaintiff's right of property in the goods is a conversion. That is very much like answering a question by stating it again in more elaborate terms, because the question immediately arises, what exercise of dominion is inconsistent with the plaintiff's right of property? Some acts obviously do not amount to an exercise of dominion, as if I put a man's horse as it stands in the street; while some obviously do, as if I drink a man's wine. Some acts, again, are on the line. A man may do acts which may fairly be described as the exercise of dominion over property without the authority of the owner, but it may be doubtful how far they can be said to be inconsistent with his rights of property. For instance, a man without negligence, in ignorance of the true owner's title, may become bailee of goods from a person who has no title to them, and proceed to do acts of dominion to the goods which may, more or less, prejudice the true owner. Take the cases

put by Bramwell, L.J., in *Glyn & Co. v. East & West India Dock Company*, of goods of one person stolen or taken by mistake by another person, and by him delivered to a carrier to be carried to a distance, and then delivered to a third person, and so carried and delivered accordingly. The learned Lord Justice says that the carrier clearly would not be guilty of a conversion, but we do not think the case of a carrier is a good one to select, because the carrier may be entitled to a special protection, being obliged to carry goods offered to him for carriage. We would rather take the case of an innocent bailee, not entitled to any special protection, who does some act to goods of a nature such as their carriage to a distant place, but not meaning to assert any title or right of dominion antagonistic to the true owner's title. The question arises, Has there been a "conversion to his own use"? It will at once be apparent what the second or substantial question is from the instance we have given—viz., how far a dealing with a person's chattel in ignorance of his title by the direction of another, and in the *bonâ fide* belief of such other's title is, in the absence of negligence, tortious as against the true owner if damage thereby accrues to him.

The two questions are dreadfully confused together *ex necessitate rei* under the old law, but they really do not seem to have any necessary connection with one another. The decisions with regard to conversion have heretofore exhibited two different points of view. One is that, as a general rule, every exercise of dominion over a chattel without the authority of the true owner, whereby the true owner's enjoyment of the chattel is lost or substantially derogated from, is a conversion, although, in one sense, there may be no conversion to the use of the defendant, and no intention on his part in derogation of the plaintiff's title, of which he may be necessarily ignorant. Every act done to a chattel, except some trifling acts which do not substantially alter the condition of the thing, is *pro tanto* an exercise of dominion over it, and if it causes or conduces to the loss of the chattel by the plaintiff, or deprives the plaintiff of the full enjoyment of it, may be said to be a conversion. This is one point of view. The other seeks rather to narrow the meaning of the terms "conversion to the defendant's use" in the interests of the innocent bailee. Its holders seem to say, if we rightly understand it, that conversion implies some act in derogation of the plaintiff's title in assertion of a title inconsistent therewith; that a bailee who, without any knowledge whatever of the true owner's title, merely fulfils the mandate of the party who has bailed the chattel to him cannot be supposed to assert any title inconsistent with the plaintiff's, or to convert the goods to his own use.

Let us illustrate the extreme difficulty that arises between these conflicting views by instances. A person who has stolen goods bails them to another (we will not say a common carrier) to be carried to a distant place, and then delivered to a third person. The bailee performs the mandate in ignorance of the true owner's title. Again, the stealer of goods bails them to another person to be taken care of at the place of such bailment until application for their re-delivery. The bailee performs the mandate in ignorance of the true owner's title. Are both, or is either of these cases, a case of conversion by the bailee? We have selected these cases because they seem to us to be illustrations of the way in which the two questions of form and substance are confused together by the question of conversion. We do not know that they are the best illustrations that could be selected, but we think they may suffice to give an inkling of our meaning. The cases are not, to our mind, necessarily identical in point of justice, but to make the whole question one of conversion may render it difficult to give effect to any distinction between them.

It seems to us that under the present system of law and pleading, which knows nothing of forms of action, to make the question whether there has been a conversion or not, is oftentimes to apply a wholly obsolete test.

We cannot say that we hold with the notion that makes the tortiousness of an act done to another in respect of his property depend upon knowledge of the right of the true owner, or the intention to contravene that right. A man who voluntarily does an act to property not his own must take the risk. He chooses to rely on the title of the person giving him the mandate. Unless the carrier's case put by Bramwell, L.J., is to be regarded as depending on the carrier's being compelled to carry the goods, and so his act being not voluntary, we cannot think the law ought to be as the Lord Justice says it is. There is no such very great practical hardship. If the bailment is in the course of a business carried on for profit, as is generally the case, it is an ordinary incident of the business, for which the bailee must be taken to recoup himself from his profits, if not by suing his bailor. On the other hand, it is a general incident of property, and necessary to its effectual protection, that no one should be entitled to deal with property except the true owner, or those authorized by him, without being responsible for damage thereby occasioned. Assume that an act would be tortious if done by someone other than the true owner, without a mandate at all; how can it make any difference that some one gives a mandate who has no title to do so?

The law at present seems to us to be in great confusion on this subject, and very uncertain, and it seems to us that the existing decisions are vitiated by the fact that they proceed on the assumption, derived from the old system, that the tortious act must amount to a conversion. But why should this be so? The true question seems to us to be whether there has been a dealing with property unauthorized by the true owner which has caused damage to the true owner. The question was further complicated under the old system by the fact that, as a necessary concomitant of the nature of conversion, the damages were the whole value of the goods. Some modern cases, such as *Johnson v. Steer* (15 C. B. N. S. 320), had, however to some extent broken in on that doctrine. The damage caused by the tortious act need not necessarily be the value of the goods, but the damage actually caused, when once the absolute necessity for a conversion is gone. If by the dealing of the innocent bailee with the goods the owner is not really damaged, as may be the case when the act of the bailee is merely the performance of the mandate of a bailor, then no action ought to lie, because there is no damage. This would in most cases dispose of the case of the warehouseman merely keeping goods and restoring them to the person who has deposited them, and other such cases. (See judgment of Blackburn, J., in *Hollins v. Fowler*, at page 767). On the other hand, we cannot see why, if the act of the bailee has occasioned the damage to the true owner, he should not bear the loss. For instance, if the bailee removes the goods to a distant place, and the plaintiff's title is then discovered by him, and he does not deliver them there to the bailor or his order, but refuses to bring them back, then the measure of damage would be the damage sustained by the true owner, by reason of his goods being at the distant place instead of where they were taken from. Under the old system it apparently would be conversion or nothing in such a case.

We think if the matter is really analyzed to the bottom, the case of the innocent bailee is analogous to that of a person who has innocently bought chattels to which the vendor had no title. Unless possession of personal property is to be held as against the true owner to be conclusive evidence of title in favour of innocent parties dealing with it on the strength of such possession, we cannot understand on what principle the innocent bailee is to be protected.

Whatever the true rule may be, it is much to be wished that, forms of action being abolished, the law on the subject could be put on a more certain footing without regard to antiquated nomenclature and the former decisions of judges hampered by the then existing forms of action.

ARREST OF SUSPECTED PERSONS.

THE excitement which has been caused by the Brighton Railway Murder, and the many mistaken arrests which have been made in consequence, lead naturally to the examination of the extent of the power to arrest suspected persons. It will be found that this power differs very much according as the arrest is (1) by a constable with warrant; (2) by a constable without warrant; (3) by a private person.

Of arrest by a constable with warrant little need be said. Since the consolidation of the numerous pre-existing statutes on the subject by Jervis' Act (11 & 12 Vict. c. 42), the practice has become pretty well known and settled, and there has been little, if any, doubt as to the law. It is well to point out, however, that whereas the warrant of a justice of the peace in one county must be backed by another justice in another county, before it can be executed in such latter county, "a warrant from the chief or other justice of the Queen's Bench extends all over the kingdom," and is tested *England*, so that it can be executed anywhere (see 4 Steph. Com., p. 347).

As to arrest by a constable without warrant, it seems that at common law this may be done upon a reasonable belief that the party has committed a felony. (See *Griffin v. Coleman*, 4 H. & N. 265, in which case it was held that this power to arrest does not extend to cases of misdemeanor. It is also laid down that in acting upon a charge made by a third person the constable must exercise ordinary care and caution, and that, if having done so, he apprehend a supposed felon upon a reasonable charge with reference to the circumstances, he is justified, although it ultimately turn out that no felony was committed (*Burn's Justice*, vol. 1, p. 295, citing *Hogg v. Ward*, 3 H. & N. 417, and other cases). So much for the common law, but it is material to observe that the power of a constable to arrest without warrant is very precisely dealt with by statute. By 24 & 25 Vict. c. 97, 100, ss. 61, 66, "any constable or peace officer may take into custody without warrant any person whom he shall find lying or loitering in any highway, yard, or other place during the night, and whom he shall have good cause to suspect of having committed a felony" against either of those Acts. The felonies against those Acts include murder, larceny, and most of the felonies known to the law, but it is rather singular that neither by these or any other Acts (or, for the matter of that, at common law) has a constable any greater power of arrest where the crime suspected to have been committed is murder than where it is a larceny of the most petty character. Within the metropolitan police district, however, the power is more extensive. By 2 & 3 Vict. c. 47, s. 64, amending, but not repealing, 10 Geo. 4, c. 44, s. 7, any policeman may "take into custody without warrant all loose, idle, and disorderly persons whom he shall find disturbing the public peace, or whom he shall have good cause to suspect of having committed any felony, misdemeanor, or breach of the peace, and all persons whom he shall find between sunset and the hour of eight in the morning lying or loitering in any highway, yard, or other place, and not giving a satisfactory account of themselves." It is clear, however, that the words, "loose, idle, or disorderly persons," are governing words in the first part of this section, and it has been so held upon similar words in the City Police Act (2 & 3 Vict. c. xiv.), s. 8: *Bowditch v. Balchin* (5 Ex. 378.)

Upon these statutes, as compared with the common law, the question arises whether they repeal that part of the common law which they do not re-enact, thus limiting the power of arrest to the four corners of the statutes, or whether they leave all the common law standing. We can find no authority upon this question, unless, indeed, the interpretation put upon them by the executive can

be called an authority. It appears from Burn's Justice, vol. 1, p. 1059, that the following (*inter alia*) "instructions" have been issued for the guidance of constables:—

"The constable must arrest anyone whom he sees in the act of committing a felony, or anyone whom another positively charges with having committed a felony, or whom another suspects of having committed a felony, if the suspicion appear to be well founded, and provided the person so suspecting go with the constable.

"Though no charge be made, yet if the constable suspects a person to have committed a felony, he should arrest him; and if he have reasonable grounds for his suspicion he will be justified, even though it should afterwards appear that no felony was in fact committed, but the constable must be cautious in thus acting on his own suspicions.

"Generally, if the arrest was made discreetly and fairly in pursuit of an offender, and not from any private malice or ill-will, the constable need not doubt that the law will protect him."

These instructions, which are followed by others in relation to rescue, breaking open doors, &c., seem to be clearly justified by the decided cases, and to include the case of a mistaken arrest arising out of a mistaken identity. They make no distinction between the various degrees of felony. But the decided cases, as we have already remarked, do not touch the question whether the statutes narrow the law—and for this very plain reason (so far as we have been able to discover), that the cases were decided before the statutes were passed.

Lastly, with regard to the power of a private person to arrest without warrant, it seems that at common law this is coincident with the power of a constable (see *Guppy v. Brittlebank*, 5 Price, 525), subject to this important limitation expressed by Lord Tenterden in *Beckwith v. Philby* (6 B. & C. 635): "There is this distinction between a private individual and a constable; in order to justify the former in causing the imprisonment of a person, he must not only make out a reasonable ground of suspicion, but he must prove that a felony has actually been committed [by someone], whereas a constable having reasonable ground to suspect that a felony has been committed, is authorized to detain the party suspected until inquiry can be made by the proper authorities." But by statute 14 & 15 Vict. c. 19, s. 11, express authority is given to any person to apprehend persons found committing indictable offences in the night, and a similar authority without restriction as to hour, except in respect to "anything in the day-time," is given by the Larceny Act, 1861, in respect to persons found committing offences against that Act. Again arises the awkward question—do these statutes limit the common law power? We cannot say for certain that they do not. At any rate, the whole law of "arrest without warrant" is in a very unsatisfactory state. Nor is it the least of its defects that no compensation whatever is provided for those unfortunate persons who are arrested by mistake, but "on reasonable grounds." Even the "shilling and the breakfast" which were lately awarded as compensation in one of the numerous cases of which we have lately heard, ought, we presume, to be disallowed as a charge upon the public, when the account of the funds out of which this pitiful compensation was paid comes to be audited.

Mr. Justice Kay, having to attend the North-Eastern Circuit, has risen for the present sittings.

The *Western Jurist* says that a judge who had to sentence a prisoner in Danville to prison for eighteen years, for murder, the jury having made a "compromise verdict," informed the prisoner that the sentence was due to the "moral cowardice of twelve men." Telling him that he considered him guilty, the judge added, "You should rejoice that you fell into the hands of, and were tried by, a jury of your peers."

CORRESPONDENCE.

EFFECT OF DISCLAIMER.

[To the Editor of the Solicitors' Journal.]

Sir,—A landlord verbally lets two shops to A. on a yearly tenancy, at a rent of £200 per annum. A. afterwards verbally sublets one of the shops to B. on a yearly tenancy at a rent of £100 per annum. A. subsequently files his petition for liquidation, and the trustee under the liquidation wishes to disclaim the lease. What effect will such disclaimer have upon the sub-lease? Can the landlord distrain on the goods in B.'s shop for the rent of the two shops accruing subsequently to the disclaimer? If so, an amendment of the law in this respect would not, I am sure, be out of place; for it certainly seems hard on B. (in the case supposed, and I should think similar cases are constantly occurring) who cannot insist, as of right, on taking A.'s shop. The recent cases of *Smalley v. Hardinge* and *Ex parte Walton* seem to bear on the question; but, unfortunately in the latter case, the sub-lease comprised the whole of the premises demised by the original lease, and not part only as in the case in question.

INQUIRER.

[We should think that the landlord could distrain on the goods in B.'s shop for the rent of both shops. In *Ex parte Walton* (*ante*, p. 586) James, L.J., said that "When a sub-demise is made, the sub-tenant took the property subject to all the original lessor's rights *in rem*, though he was not liable upon the personal covenants of the original lessee with the lessor. It would be a violation of every principle of law and justice, and against all common sense, to permit two men, by bargaining with each other, to affect any right of property of another man, particularly any right of the owner from whom they both derived title. And it would seem to be equally against principle and against common honesty that a lessee, by becoming bankrupt, should deprive the lessor of his remedies *in rem*, or release a sub-lessee from the legal liabilities and obligations to which the property was liable in his hands before the bankruptcy."—Ed. S. J.]

ADMISSION OF SOLICITORS IN AUSTRALIA.

[To the Editor of the Solicitors' Journal.]

Sir,—I think the following is an answer to "Inquirer's" question in your last week's issue. A Supreme Court of New Zealand was established by Ordinance No. 1 of the 5th Vict. of the Legislative Ordinances of New Zealand. Section 13 of the Ordinance enacts that "the court shall inrol to practise therein as solicitors such persons only as shall have been admitted as solicitors, attorneys, or writers in one of the courts at Westminster, Dublin, or Edinburgh; or shall have served such term of clerkship with a solicitor of the court as shall be required by the general rule thereof." This Ordinance is still in force.

In New South Wales, Queensland, and South Australia, persons admitted in England are similarly entitled to be admitted solicitors of the Supreme Courts. As to Victoria, I cannot speak positively, but I believe the same rule applies. F. B. DE M. GIBBONS.

CLERK OF THE PEACE.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you allow me access to your columns to inquire whether any of your subscribers can refer me to any instance in which a Clerk of the Peace has been either a deputy-lieutenant or under-sheriff? Lax.
July 4.

CASES OF THE WEEK.

TRUSTEE IN BANKRUPTCY—DISCLAIMER OF LEASEHOLD INTEREST OF BANKRUPT—LEAVE OF COURT—BANKRUPTCY ACT, 1869, ss. 23, 78—BANKRUPTCY RULES, 1871, r. 23.—In a case of *Ex parte The East and West India Dock Company*, before the Court of Appeal on the 30th ult., the question arose whether leave ought to be given to the trustee of a liquidating debtor to disclaim a leasehold interest of the debtor under the following circumstances. The lessee of a public-house, in consideration of a premium, assigned the house for the residue of the term to the debtor, the debtor covenanting in the ordinary way to pay the rent and observe and perform the covenants, and to indemnify the lessee against the rent and covenants. A few years afterwards the debtor filed a liquidation petition, and the trustee, finding that the house was not worth the rent, applied to the court for leave to disclaim the debtor's interest under the lease. The lessor opposed the application, on the ground that the effect of the disclaimer might be to destroy his rights against the original lessee under his covenants in the original lease. But the lessor offered to undertake not to sue the trustee on the covenants, and not to make any claim against the bankrupt's estate. Mr. Registrar Murray gave leave to disclaim, and his decision was affirmed by the Court of Appeal (Lord SELBORNE, C., and BAGGALLAY and LUSH, L.J.J.). The LORD CHANCELLOR, who delivered the judgment of the court, said that rule 23 no doubt required the court to exercise some judgment as to the propriety of allowing a disclaimer. But the rule was made under the power conferred by section 78 of the Act, which enables the Lord Chancellor, with the advice of the Chief Judge, from time to time to make general rules "for the effectual execution of this Act and of the objects thereof, and the regulation of the practice and procedure of bankruptcy petitions and the proceedings thereon," and, after enumerating certain matters as to which regulations may be made, adds, "and, as to any other matter or thing, whether similar or not to those above enumerated, in respect of which it may be expedient to make rules for carrying into effect the objects of this Act." Therefore the rule was made and only could be made for the effectual execution of the objects of section 23. The object of that section was to cut short by the trustee's disclaimer all liability of the bankrupt's estate in the cases there mentioned, which included future liabilities under leases, leaving any person who was injured to prove against the bankrupt's estate for the injury done to him. On the face of the section it appeared that the power of disclaimer was to be exercised with a view to the administration of the estate and for the benefit of all the persons who were interested in that administration. If, therefore, in any particular case it appeared clear that, looking at that object only, the disclaimer ought to be allowed, the court ought not for any collateral reasons, such as the interest of strangers to the bankruptcy, to refuse to allow it. In the present case the only reason suggested for refusing leave to disclaim was the interest of the lessor as between himself and the original lessee. And the argument must come to this, that, when the bankrupt was the assignee of a lease, the court ought never to allow his trustee to disclaim the lease if the lessor was willing to give such an undertaking as had been offered in the present case. That was a startling proposition, and it was inconsistent with the policy of section 23, as expressed on the face of it. If the view of the majority of the Court of Exchequer in *Smyth v. North* (20 W. R. 683, L. R. 7 Ex. 242), and the view of the Court of Appeal in the recent case of *Ex parte Walton* (ante, p. 685), was correct (and his lordship did not intend to intimate any opinion to the contrary), the disclaimer would not affect the rights of the lessor against the original lessee. If, on the other hand, the view of these learned judges was incorrect, still it would be contrary to the policy of the statute to leave the bankrupt's estate liable to a liability from which it would be relieved if the disclaimer was allowed. The undertaking offered would not give the estate the relief which would be given by the disclaimer. The appeal must, therefore, be dismissed. The appellants' counsel asked that the order giving leave to disclaim might be prefaced (as in *Ex parte Walton*) with a declaration of the opinion of the court that the rights of the lessors against the original lessee would not be prejudiced. The court declined to do this, and they also refused to give leave to appeal to the House of Lords, on the ground that the appeal would be from an exer-

cise of the discretion of the court, and not from a decision on a point of law.—SOLICITORS, *Freshfields & Williams; Soames; Rodgers & Clarkson.*

MORTGAGE—ATTORNMENT CLAUSE—DISTRESS—APPLICATION OF PROCEEDS.—In a case of *Ex parte Harrison*, before the Court of Appeal on the 30th ult., a question arose as to the right of a mortgagee to apply the proceeds of a distress, levied under an attornment clause in the mortgage, in payment of the principal of the mortgage debt as well as of the interest due. The mortgage deed contained a recital that the mortgagee had agreed to advance the money upon having the repayment thereof, with interest, "secured in manner hereinafter appearing." The deed was executed on the 8th of November, 1873. The mortgagee covenanted that, if the interest was punctually paid, he would not call in the principal before the 8th of November, 1880. A power of sale was given, and the mortgagor, "for the consideration aforesaid," attorned tenant from year to year of the mortgaged property (which was in his occupation) to the mortgagee at a yearly rent which was equal in amount to a year's interest on the principal at the rate reserved, the rent being made payable half-yearly. The deed contained a provision for the reduction of the interest by one per cent. per annum in case it should be paid within thirty days after it should become due. In March, 1880, the mortgagor filed a liquidation petition. On the 1st of June, 1880, the mortgagee gave six months' notice to pay off the mortgage. The trustee in the liquidation paid the interest up to the 1st of July, 1880. In November, 1880, the mortgagee distrained for half a year's rent under the attornment clause up to the 8th of November, and the question then arose whether he was entitled to retain out of the proceeds of the distress more than the interest which was due from the 1st of July to the 8th of November. He claimed to retain the excess of the proceeds of the distress, beyond that interest, on account of principal. Bacon, C.J., held (29 W. R. 668) that the mortgagee was entitled to do this, and the Court of Appeal (Lord SELBORNE, C., and BAGGALLAY and LUSH, L.J.J.) affirmed the decision. The LORD CHANCELLOR said that, looking at the recital that the payment of principal and interest was to be secured "in manner hereinafter appearing," *prima facie* the rent reserved by the attornment clause was applicable to the payment of interest when it became due, and of principal when it became due. At the time when the distress was levied the whole of the principal was due, and some interest. Why was not the fruit of the distress to be applied to payment of the whole which was due? There was nothing to the contrary in the deed, except the fact that the amount fixed for the rent coincided exactly with the amount of the interest, which was made payable on the same day, but which was made reducible at the option of the mortgagor, for the exercise of which option he was allowed a period of thirty days. But there was nothing to suspend the right of distress during those thirty days. There was nothing to prevent the mortgagee from applying the fruits of the distress to payment of principal, and even if there was not a shilling of interest due, there was nothing to prevent him from distraining for principal. This decision appears to conflict with that of Malins, V.C., in the case of *Hampson v. Fellows* (L. R. 6 Eq. 575).—SOLICITORS, *Soames & Co.; Cole & Jackson.*

BILL OF SALE—DESCRIPTION OF GRANTOR—"WIDOW"—BILLS OF SALE ACT, 1878, s. 10.—In a case of *Ex parte Chapman*, on the 30th ult., the Court of Appeal (Lord SELBORNE, C., and BAGGALLAY and LUSH, L.J.J.) affirmed the decision of Bacon, C.J., that a widow who, until a few weeks before she executed a bill of sale, had been carrying on the business of a licensed victualler, and who was not then carrying on any business, but who was in treaty for the taking of another public-house, was sufficiently described on the registration of the bill of sale simply as a widow.—SOLICITORS, *John Sraife; Brownlow & Howe.*

CHOSE IN ACTION OF BANKRUPT—REVERSIONARY INTEREST—TRUSTEE IN BANKRUPTCY—PARTICULAR ASSIGNEE—PRIORITY—NOTICE—VENDOR AND PURCHASER—BANKRUPTCY ACT, 1869, s. 22.—In a case of *Palmer v. Leeds*, before the Court of Appeal on the 1st inst., a question was raised upon the construction of section 23 of the Bankruptcy

Act, 1869, which provides that, "where any portion of the property of the bankrupt consists of things in action, any action, suit, or other proceeding for the recovery of such things instituted by the trustee shall be instituted in his official name, as in this Act provided, and such things shall, for the purpose of such action, suit, or other proceeding, be deemed to be assignable in law, and to have been duly assigned to the trustee in his official capacity." But there are no negative words such as there were in the corresponding section (section 141) of the Bankruptcy Act of 1849, which provided that "neither the bankrupt, nor any person claiming through or under him shall have power to recover the same, nor to make any release or discharge thereof; . . . but such assignees shall have the like remedy to recover the same in their own names as the bankrupt himself might have had if he had not been adjudged a bankrupt." The question arose thus:—A debtor, who was entitled to a reversionary interest in a sum of stock, filed a liquidation petition in March, 1873, under which, in June, 1873, a trustee was appointed. No discharge was given to the debtor. In July, 1873, he mortgaged his reversionary interest to A. In April, 1875, he mortgaged it again to B. The fund was in court in an administration action, and, in October, 1875, B. obtained a stop order on the fund. On the 8th of November, 1875, A. obtained a stop order. On the 26th of November, 1875, the debtor made a third mortgage to C., and in December, 1875, C. obtained a stop order. In March, 1876, the trustee obtained a stop order. The plaintiff in *Palmer v. Locke*, who had purchased the rights of A. and B., and of the trustee, entered into an agreement to sell the reversionary interest. The purchaser, after an abstract of title had been furnished to him, discovered the existence of C.'s stop order, and he then required to be furnished with an abstract of C.'s incumbency. The vendor declined to furnish it, on the ground that, by the operation of section 22, the trustee had obtained an absolute legal title, which no subsequent dealing by the debtor, even with a person who had no notice of the liquidation, could displace. Jessel, M.R., held that an abstract of C.'s incumbency must be furnished, and that if that incumbency were not shown to have been discharged, it would be an incumbency on the plaintiff's title. His lordship said that the case was distinguishable from *In re Bright's Settlement* (28 W. R. 551, L. R. 13 Ch. D. 413), which arose under section 141 of the Act of 1849, in which there were the negative words which did not occur in section 22 of the Act of 1869. This decision was affirmed by the Court of Appeal (Lord SELBORNE, C., and BAGGALLAY and LUSH, L.JJ.), who were of opinion that the question whether, if C. had no notice of the liquidation when he obtained his mortgage, seeing that he obtained a stop order before the trustee, this title might not be better than that of the trustee, was too doubtful to be decided against the purchaser in the absence of C.—SOLICITORS, *Last & Sons; Burne & Hunt*.

WILL—CONSTRUCTION—GIFT TO CHARITY—UNCERTAINTY.—In a case of *Marsden v. Graham*, before the Court of Appeal on the 4th inst., the question arose whether a gift by will to trustees for the benefit of a specified parish was a good charitable gift, or was void for uncertainty. The testatrix gave the residue of her personal estate to trustees upon trust to apply the same as to them in their uncontrolled discretion should seem expedient, "in, for, or towards such end, intent, object, or purpose, or for or towards such ends, intents, objects, or purposes in or in connection with or in relation to the parish, as they should think fit, without being in any manner accountable to or responsible for the mode of such application, or the end, intent, object, or purpose thereof to any person or persons or body of persons whatsoever." The court (JESSEL, M.R., and BRETT and COTTON, L.JJ.) held that the gift was void for uncertainty, there being, as JESSEL, M.R., said, nothing to limit the application of the gift to those purposes which the court considered charitable. The trustees might apply it to any object or purpose they thought fit, provided that it was some object or purpose in the particular parish. The case of *Dolan v. McDermot* (L. R. 3 Ch. 676) was distinguishable.—SOLICITORS, *Frithard, Englefield, & Co.*

RAILWAY COMPANY—PURCHASE OF LAND BY AGREEMENT—TRUSTEES—MARRIED WOMAN—SEPARATE USE—VALUA-

TION—TRUSTEE APPOINTED SURVEYOR—LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 7, 9.—In a case of *Peters v. The Leves and East Grinstead Railway Company*, on the 5th inst., the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) held that the power given by section 7 of the Lands Clauses Consolidation Act, 1845, to trustees of land for (*inter alia*) *femes covert*, to sell and to convey the land on behalf of their *cestui que trust* to a railway company, does not extend to trustees on behalf of a married woman of an absolute estate in fee simple for her separate use, such a married woman not being a person under disability, but being competent to convey the land herself. The court also held that when trustees of land had appointed one of themselves, who happened to be a surveyor, to act as a surveyor, under section 9 of the Act, in determining the price to be paid by a railway company for a part of the land, such an appointment was not a valid one under section 9, and that, consequently, there had been no proper valuation, and the sale to the company was invalid as against the *cestui que trust*.—SOLICITORS, *Cope & Co; Wyatt & Barrauld*.

PRACTICE—EXTENDING TIME FOR APPEALING—PETITION—ORD. 58, RR. 9, 15.—In a case of *In re Jaques*, before the Court of Appeal on the 6th inst., an application was made for an extension of the time for appealing, under the following circumstances. An order had been made, on petition, for the division of a fund which had been paid into court by a corporation for the purchase of land taken by them under the Lands Clauses Act. Some of the persons entitled, who had claimed a larger share of the fund than the order had given them, were resident in America, and the court was asked on their behalf to extend the three weeks allowed for appealing, in order to enable their solicitors in England to receive instructions from them whether they desired to present an appeal. The solicitors held a power of attorney, but it did not distinctly authorize them to present an appeal. The court (JESSEL, M.R., and BRETT and COTTON, L.JJ.) extended the time for a month. JESSEL, M.R., said that the order, though in form an interlocutory one, was really a final one. It was a mere accident that it came to be made in a "matter." Rule 8, which provides that "the time for appealing from any order or decision made or given in the matter of the winding up of any company, . . . or any order or decision made in the matter of any bankruptcy, or in any matter not being an action, shall be the same as the time limited for appeal from an interlocutory order under rule 15," was made because, as a general rule, "matters" ought to be disposed of quickly. The rule was really intended to provide for "other matters" of a similar nature to bankruptcy and winding up of companies, though the word "similar" had not been used. The present case, though it was within the letter of the rule, was not within its spirit. But the applicants must pay the costs of the application, for they were asking for an indulgence. They should have given fuller instructions to their solicitors.—SOLICITORS, *James, Son, & James*.

LANDS CLAUSES ACT, 1845—PURCHASE FROM LIMITED OWNER—PAYMENT OUT OF COURT—COSTS OF DISCHARGE OF INCUMBRANCES.—In a case of *Re Thorne's Trusts*, before the Master of the Rolls, on the 2nd inst., certain lands had been taken by the Hull Dock Company, under their special Acts, incorporating the Lands Clauses Act, from a limited owner, who held the lands for life, with remainders over. The money was paid into court, and the trustees of the settlement, the tenant for life and some of the persons interested in remainder now petitioned for payment out and for the application of the money in discharge of certain incumbrances on other parts of the settled estates. The petitioners asked that in addition to the costs of, and incidental to, taking the land, the company might also be ordered to pay the costs of and incidental to the discharge of the incumbrances, and they relied on the cases of *Garnett v. Bradley* (L. R. 3 App. Cas. 944), and *In re Mercers' Company* (L. R. 10 Ch. D. 481), as showing that the court had a discretion in the matter, and could give the petitioners their costs. It was admitted that no provision had been made by section 80 of the Lands Clauses Act for payment of the costs of discharging the incumbrances, and that in several cases it had been decided that the com-

pany were not bound to pay such costs, but it was submitted that it was a *casus omissus* from the Act, and that now the court had a discretion as to such costs. JESSEL, M.R., said that all that he had decided in *In re Mercers' Company* was that all costs of and incidental to applications to the court were in the discretion of the court, but the present costs were not relative to the application, but were subsequent costs, and therefore not in the discretion of the court. Under the circumstances, therefore, the company were not bound to pay them, but as they were liable to pay the costs of an investment in land, he should give the petitioners a fortnight, if they liked, within which to amend their petition and ask for an investment in land.—SOLICITORS, *Iliffe, Russell, & Iliffe; Chester & Co.*

PRACTICE—FORECLOSURE—JUDGMENT AGAINST MORTGAGOR—PAYMENT WITHIN ONE MONTH.—In an action of *Thorndon v. Tell*, which was an ordinary action by mortgagees for foreclosure, the plaintiffs by their minutes asked for judgment against the defendant for payment of the amount to be found due within one month, instead of the period of six months given in the forms in Seton on Decrees. HALL, V.C., gave judgment as asked.—SOLICITORS, *Jones, Blackland, & Son.*

ESTATE PUR AUTRE VIE—LIMITATION IN FEE WITH EXECUTORY DEVISE OVER—POWER OF ALIENATION OF FIRST TAKER—LEASE FOR LIVES—TRUST FOR RENEWAL OUT OF RENTS—REFUSAL OF REVERSIONER TO RENEW—SALE UNDER SETTLED ESTATES ACT—APPLICATION OF PURCHASE-MONEY.—In a case of *In re Barber's Settled Estates*, before Fry, J., on the 2nd inst., a question arose as to the extent of the power of alienation of the first taker of an estate *pur autre vie*, of which successive limitations had been created by will. The holder of a lease of land to himself and his heirs, for the lives of three other persons, devised it by his will to trustees, their heirs and assigns, upon the trusts therein declared, and he directed his trustees from time to time to let the land and to receive the rents and profits thereof, and thereout to keep the estate renewed and full lived. And he declared that his trustees should stand seised of the land upon trust for J., his heirs and assigns, but if he should die without leaving lawful issue living at his death, then upon trust for W., his heirs and assigns. After the death of the testator, the lease was, on the dropping of one of the lives, renewed by the reversioner on the payment of a fine by the trustees. The amount of the fine was raised by J. on the security of an agreement by him to give an equitable charge upon the estate. On a subsequent occasion the reversioner refused to renew the lease or to sell the reversion, and the estate was then sold, with the sanction of the court, under the Settled Estates Act. A petition was presented by J., asking that the mortgage money might be paid out of the proceeds of sale, and that the rights of himself and W. in the balance of the purchase-money might be declared. It was contended on behalf of the petitioner that he, being the first taker of an estate *pur autre vie*, had the whole estate in him, and had the right to dispose of it, and thus to defeat the *quasi-executory* devise over after his own *quasi-estate* in fee, and, consequently, that he was entitled to the whole purchase-money, subject to the mortgage. The precise point, it was said, had never been actually determined. FRY, J., said, that though, when an estate *pur autre vie* was given to a man, all he could take was an estate for life, and anyone who came in after him came in as a special occupant, and not through him, yet in many cases the Legislature and the courts had enforced an analogy between successive limitations of an estate *pur autre vie*, and similar limitations of an estate in fee, and had given effect to the analogy with regard to the capacity and the incapacity of the first taker to alienate. His power of alienation had been limited by the intention, expressed by the settlor or donor, that a particular person should be the special occupant after him. The Statute of Frauds enforced that analogy by enacting that the heir, though only a special occupant, should hold the estate *pur autre vie* as assets for the payment of the ancestor's debts. In the same way a number of decisions of the courts had permitted the creation of a series of limitations of an estate *pur autre vie*, *quasi-estates* for life, *quasi-estates* in tail, and *quasi-estates* in fee with executory devises over. The courts had permitted an alienation by a *quasi-tenant* in tail in

possession, and also by a *quasi-tenant* in tail in remainder, with the concurrence of the *quasi-tenant* for life in possession. But the courts had declined to allow an alienation by a *quasi-tenant* in tail in remainder without the concurrence of the *quasi-tenant* for life in possession, at least so far as it would have the effect of barring the remainders expectant on the estate tail, though probably such an alienation would have been held to create a base fee. They had also disallowed a disposition by will by a *quasi-tenant* in tail in possession, though he was, in one sense, entitled to the whole interest in the property. The designation by the settlor of a person to take as special occupant after the first taker had been held sufficient to limit his power of disposition. Lord St. Leonards acted on this analogy in *Allen v. Allen* (2 D. & W. 307). His lordship said he should act upon it in the present case. If the limitations created by the will had been created of an estate in fee, J. could not have defeated by his alienation the executory devise in favour of W., and by analogy he could not be allowed to do so in the present case. His lordship then held, on the authority of *Allen v. Bushhouse* (2 V. & B. 65), that the will had created a charge on the estate for the purpose of renewing the lease, and that consequently the mortgage debt must be paid out of the purchase-money. The further question arose how the remainder of the purchase-money was to be applied. The petitioner contended that it ought to be laid out in the purchase of an annuity for the lives upon which the lease was held, and that the annuity should be paid to him for his life. FRY, J., held that the case was governed by the principle of the decisions in *In re Wood's Estate* (19 W. R. 59, L. R. 10 Eq. 572), *Hollier v. Burns* (21 W. R. 805, L. R. 16 Eq. 153), and *Maddy v. Hale* (24 W. R. 1005, L. R. 3 Ch. D. 327). The primary intention of the testator was to create a perpetuity by means of a continual renewal of the lease. And when by the action of a third person, the estate was converted into money, the court would leave it in the condition of money invested, and thus create another property of a perpetual character which would take the place of the original property of the same character. The principle applied where there had been a sale under the general power conferred by the Settled Estates Act. The balance of the purchase-money must therefore be invested in ordinary securities, and the interest paid to the first taker.—SOLICITORS, *Jensen, Cobb, & Pearson; Hunt & Son; Church, Sons, & Clarke.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR HAZLITT acting as Chief Judge.)

June 8.—*Ex parte Miller and another, Re Levy.*

Costs of solicitors incident to meeting of separate creditors of one of two partners allowed out of the joint estate of the partners in liquidation.

This was an application on behalf of Messrs. A. Hiascoe, Miller, & Vernon, solicitors, for an order that the trustees of the property of Messrs. H. Levy & M. H. Levy should, out of the joint estate in their hands, pay to the applicants the sum of £24, being the amount of their costs of and relating to the meetings of the separate creditors of M. H. Levy, as taxed by the taxing master.

The debtors filed their petition on the 17th of January, 1881, and the general meetings of creditors, both of the joint estate and of the separate estate of each of the partners, were duly held.

Under the joint estate it was resolved to liquidate by arrangement, and the creditors appointed trustees. In the case of the senior partner, H. Levy, liquidation by arrangement was also resolved upon, and the same trustees were appointed, but at the meeting of the separate creditors of M. H. Levy a resolution was passed to accept a composition of two shillings in the pound, and such resolution was duly confirmed at a second meeting, and all the resolutions before mentioned were duly registered.

Messrs. Miller & Vernon were the solicitors acting for the debtors, and presented the petition on their behalf, and they taxed three separate bills of costs against the joint estates and the separate estates of the respective partners. The trustee duly paid the amount of the *allowance* obtained in respect of the joint estate, and also the separate estate of H. Levy, but, with respect to the costs now claimed by Messrs. Miller & Vernon, they disclaimed all liability.

From the joint estate a large sum of money had been realized by the trustees.

Vernon (solicitor), in support of the application, referred to rule 113, and was then stopped.

E. M. Micholls, for the trustees.—Under rule 113, the order must be made on the application of the trustee. The present application is misconceived, and Messrs. Miller & Vernon have no *locus standi* to make it. Rule 113 is no doubt framed in pursuance of section 20, which instructs trustees in regard to their conduct in certain matters. This is not an ordinary case, and the rule must be strictly construed. It cannot apply in a case of composition. The applicants must obtain the amount of the costs from the debtor; the trustees cannot allow them out of the joint estate. He also referred to rules 76, 102, and 285.

Vernon, in reply.—The court has a discretion as to all costs: rules 186 and 188. The joint creditors have had the benefit of the proceedings as to the separate estate of M. H. Levy, and unless the meeting of the separate creditors had been convened, they could not have passed any valid resolution with reference to the joint estate. The solicitor has no control over the resolutions which the creditors may pass.

MR. REGISTRAR HAZLITT.—I think the question is whether the meetings of the separate creditors were convened with a reasonable prospect of benefit to the joint creditors.

Vernon.—The meeting of the separate creditors of M. H. Levy was a necessary step in the proceedings, and all the applicants ask is that the incidental costs be paid.

MR. REGISTRAR HAZLITT said he thought he had a discretion in the matter, and he should act upon it by allowing the costs out of the joint estate. A large amount had been realized by the trustees, and they must pay the applicants the sum mentioned in the *allocatur*, and the costs of the present application.

Solicitor for the trustees, *Montagu*.

SOLICITORS' CASES.

QUEEN'S BENCH DIVISION.

(Sittings in *Banc* before GROVE and DENMAN, JJ.)

July 4.—*Re E. Edmonds, a Solicitor*.*

In this case the usual rule had been served upon Mr. Edmonds, calling upon him to answer the matters contained in certain affidavits, or, in default, to show cause why he should not be struck off the rolls.

Wills, Q.C., and *Hollins*, appeared for the Incorporated Law Society, and from their statements it appeared that a person of the name of Wood died in the year 1832 possessed of certain real estate. In 1875 Wood's trustees sold a part of the trust property, and Mr. Edmonds received the purchase-money, £3,250, of which he paid the greater portion, but retained a part in his own hands. In 1877 the trustees sold more of the property, and Mr. Edmonds again received the purchase-money, £4,100, but this time he retained the larger portion of the money, and refused to account for it.

In August, 1878, the trustees brought an action against the solicitor, calling upon him to account for the money in his hands, and an order was made for the payment of money into court by the solicitor. In April, 1879, persons beneficially entitled under Wood's will brought an action against the trustees for an account. The solicitor failed to comply with the order made, and subsequently filed a petition for liquidation, his creditors, with the exception of the trustees who took nothing, receiving one shilling in the pound. The solicitor was unrepresented, and had done nothing beyond asking that the case should be postponed.

GROVE, J. (after stating the facts).—It does not appear to me that the court has any option in this matter. The rule must therefore be made absolute to strike Mr. Edmonds off the rolls.

Rule absolute.

Solicitor for the Incorporated Law Society, *Williamson*.

July 4.—*In the Matter of Edwin Hunt*.

This was a case in which a rule for an attachment had been granted against the defendant for having, contrary to the statute, acted as a solicitor without being duly quali-

fied. The matter had been referred to one of the masters of the court for inquiry, and his report was now read to the court.

Wills, Q.C., and *Murray*, appeared for the Incorporated Law Society.

According to the evidence taken before the master, as embodied in his report, the defendant was an accountant, living in Charlotte-street, Bedford-square, when he inserted an advertisement in the *Times* addressed to solicitors without practice, offering them business at a good remuneration. A solicitor named Cotton responded to the advertisement, and an arrangement was entered into between him and the defendant, which, however, was not reduced to writing, and as to which the parties to it did not quite agree in their description. It was clear, however, from the defendant's own statement, that he was to have a certain share in the profits of the business, and there was ample evidence that in various matters of a legal character he had acted as an attorney, using the name of Cotton, but without his knowledge or authority. Notice of the rule had been duly served upon the defendant, and he had written in reply that he would instruct counsel to attend. No counsel, however, appeared on his behalf.

GROVE, J., said the rule must be made absolute for an attachment, but the defendant would be allowed a week to purge himself, if he could, of his contempt of court. —*Times*.

THE PROPOSED CHANGES IN THE COURT OF APPEAL.

THE Lord Chancellor on Tuesday last, in introducing a Bill to amend the Supreme Court of Judicature Acts, said that the Bill was in some respects of considerable importance, but he hoped that it would not excite much difference of opinion. A number of changes were proposed, some of considerable magnitude, others comparatively simple. Their lordships were aware that the High Court of Justice had contained the three separate divisions called respectively the Queen's Bench, the Common Pleas, and the Exchequer Divisions, and that these three divisions had recently been consolidated. In consequence of the consolidation there was now but one division of what was popularly called the common law side of the High Court and one Lord Chief Justice. He would first address himself to the most important parts of the Bill. There had been five *ex officio* judges of the Court of Appeal—viz., the Lord Chancellor, the Lord Chief Justice, the Master of the Rolls, the Chief Justice of the Common Pleas, and the Lord Chief Baron. Owing to the cessation of the two latter offices the *ex officio* judges were reduced to three. The Court of Appeal further consisted of six ordinary judges; and that number had recently been reduced by the loss of a judge whose merits it would be very difficult by any language to do justice to, and impossible to exaggerate—Lord Justice James. He spoke from long knowledge, and an intimate personal friendship of many years; and he could not speak of his official services to the country without recollecting the generosity of his noble nature. But, speaking of him only as a judge, he would say that the country had never been served by a judge of higher character—of a sounder and more rapid discrimination; a more ardent love of justice as distinguished from technicalities; a more accurate knowledge of law, and a greater power of immediately applying that knowledge to the determination of the cases which came before him. For several years those qualities had been exhibited by the late Lord Justice as a Vice-Chancellor, and for more than ten years in the Court of Appeal. It would be very difficult for any man to bring to the duties higher qualities as a lawyer or as a man. Now, with regard to the Court of Appeal, although the business of the court had been ably administered and arrears prevented from accumulating, yet the business was of an arduous and important character, and it required strong judges, as well as able judges, to prevent it falling into arrear. When the question arose what should be done to meet this state of things, it was impossible not to call to mind the proposals which had been made by the Judicature Commission. He had examined carefully into the recommendations and the various changes which had been made

* Reported by W. BLW, Esq., Barrister-at-Law.

down to the Act of 1875, when his noble and learned friend proposed a scheme to meet the want which was felt by the judicial power. It was then proposed to introduce into the Court of Appeal three judges of first instance, and under extreme circumstances it would have been possible to have four additional judges affording temporary assistance. Now, they had come to a time when the number of *ex officio* judges was reduced from five to three. What he asked their lordships to do with regard to the constitution of the Court of Appeal was this:—He proposed to take the opportunity of reverting to the recommendation of the Judicature Commission with regard to the position of the Master of the Rolls in connection with the Court of Appeal. Of the special qualifications of the Master of the Rolls he need not speak; they were well known and appreciated by the country at large. It was not his proposal that the present Master of the Rolls should be transferred from his position to the Court of Appeal. He reverted to the proposal of the Judicature Commission. The Master of the Rolls was perfectly willing to undertake the position. Instead, therefore, of filling up the vacancy now existing among the ordinary judges in the Court of Appeal, he proposed that the Master of the Rolls should take up the position which seemed more in accordance with his office than that of being one of a number of judges of co-ordinate position, except in the matter of salary and a few other matters. The Master of the Rolls, therefore, would be—he did not say transferred—but confined to the Court of Appeal; and practically, therefore, that would make it unnecessary to fill up the vacancy. Then he came to the consideration of *ex officio* judges. There were now two less than had been contemplated, and if the Master of the Rolls ceased to be one of these judges, of course three *ex officio* judges would have ceased to exist. He proposed in the first place that the President of the Probate, Divorce, and Admiralty Division, who was not now an *ex officio* judge of the Court of Appeal, should become such an *ex officio* judge. He proposed in the next place that two other judges should be appointed annually, to be at the service of the Court of Appeal when their other duties permitted. The question remained—in what way should these annual appointments be made? He did not propose that they should be nominated annually by the Crown. Some other mode of selection, he thought, might be found; they might be selected as the election judges were now chosen. The judges of the High Court could meet together, and from year to year nominate for the succeeding year three of their body to serve in the Court of Appeal. Of course, they would not be called upon to do duty in the Court of Appeal so as to interfere with their primary obligations as judges in the High Court; they would be called upon to assist when the state of business in their own courts admitted of that assistance being given. Those proposals would not subject the country to any substantial increase of expense. It was also sought to remove some doubt as to the effect of the Act of 1877, under which an additional judge of first instance was to be appointed for the Chancery Division of the High Court. The language of that Act did not make it absolutely clear to his mind whether it authorized an appointment on a single occasion only or an appointment from time to time. He proposed to remove that doubt, and to enable the power given by the Act to be exercised from time to time. Occasion had also been taken to regulate some portions of the existing law as to certain appeals. By the Divorce and Matrimonial Causes Acts certain appeals from the Divorce Court Judge were given to a court which was called the Full Court for Matrimonial Causes. He had consulted with the learned judge who presided over that court, and found that he, as well as others, was of opinion that it would be desirable that that appeal, which was practically to that judge himself, with the assistance of others, should no longer be to the Full Court for Matrimonial Causes, but should, like all other cases, go to the Court of Appeal. He also proposed, very much at the instance of that judge, to correct what in practice had turned out to be an unsatisfactory provision in the same Acts, which gave the right to appeal from decrees for the dissolution or the nullity of marriage, not in the first instance when the decree *nisi* was given, but when it had been made absolute after a certain lapse of time, as if no cause were shown in the meantime it might be made as a matter of course. He proposed that for the future the appeal should be from the decree *nisi*, and that there should not be another appeal. With regard

to the Acts which related to parliamentary registration and elections, the Acts proceeded on the footing of giving the final authority on matters of law to the court to which Parliament had thought fit to intrust that class of cases. It was now proposed to make the decision final and conclusive, unless the court thought fit to give a right to appeal, in which case the Court of Appeal would have jurisdiction. The Bill also gave some useful powers to regulate the holding of assizes, and that power would not be limited to winter assizes only, but would extend to all assizes, by which means it was hoped that an inconvenience at present felt would be mitigated. The measure likewise dealt with the power under the Act of 1875 for making rules to govern the practice of the High Court. It also contained a clause enabling the time of holding the sessions of the Central Criminal Court to be fixed, not, as was now required by Act of Parliament, by eight judges, but by four judges of the Queen's Bench Division. It further contained provisions as to the appointment of officers of the courts and the filling up of vacancies in the staff of all the courts. There were various other minor provisions in the Bill, on which he need not now trouble their lordships.

OBITUARY.

MR. FREDERICK OUVRY.

Mr. Frederick Ouvry, solicitor (of the firm of Farrer, Ouvry, & Farrer), of 66, Lincoln's-inn-fields, died at his residence, 12, Queen Anne-street, on the 26th ult. Mr. Ouvry was the third son of the late Mr. Peter Aimé Ouvry, and was born in 1815. He was admitted a solicitor in 1837, and had for many years carried on business at 66, Lincoln's-inn-fields in partnership with his brothers-in-law, Messrs. William James Farrer (the high bailiff of Westminster) and Frederick Willis Farrer. He was a perpetual commissioner for the county of Middlesex and the cities of London and Westminster, and he had a large private practice, being solicitor to Lady Burdett-Coutts, and to others of the nobility. He had been, since 1858, solicitor to the regiment of Scots Guards. Mr. Ouvry took a great interest in literary and antiquarian pursuits, and he was a vice-president of the Society of Antiquaries, and one of the treasurers of the Royal Literary Fund.

MR. CHARLES CLARK, Q.C.

Mr. Charles Clark, Q.C., died rather suddenly at his residence, 10, Albert-road, Regent-park, on the 25th ult. Mr. Clark was in early life a parliamentary reporter on the staff of the *Morning Chronicle*, and he was called to the bar at the Middle Temple in Easter Term, 1830, when he joined the Home Circuit. He was the author of a work on Colonial Law, and acted about twenty years ago as a commissioner to inquire into the laws of the Channel Islands. He was, however, best known as a law reporter in the House of Lords, where his reports dated back as far as the year 1827. They range through several volumes of "*Dow and Clark*," "*Clark and Finnelly*," and the "*House of Lords Cases*." About forty years ago he was appointed official reporter to the House, and since the establishment of the *Law Reports* he had continued to furnish the reports of English and Irish appeals. Mr. Clark was for many years a revising barrister. He was elected a bencher of the Middle Temple in 1872, and in the following year he received a silk gown from Lord Selborne. He was formerly secretary to the Juridical Society, and he was an active member of the Association for the Reform of International Law. He had also been for many years treasurer of the Royal Society of Literature, the meetings of which he constantly attended. Mr. Clark was a man of most amiable and courteous disposition, and the recollections of his long professional career imparted great interest to his conversation. Notwithstanding his great age he retained all his active habits. He caught a severe cold while taking a country holiday at Whitecliffe, but he still persevered in his work, and he was actually reporting in the House of Lords on the day before his death. The deceased was a bachelor.

MR. THOMAS WILLIAM RODGERS.

Mr. Thomas William Rodgers, barrister, of Rodcliffe Vale, Sheffield, died on the 29th ult., while on a visit to London, after a short illness. Mr. Rodgers was the third son of Mr. Robert Rodgers, solicitor, of Sheffield, and was born in 1811. He was admitted a solicitor in 1834, and he soon afterwards went into partnership with his father, to whom he had been articled, and at a later date he was associated with his brother, Mr. Henry Rodgers. On his father's death in 1841 he became clerk of indictments for the West Riding of Yorkshire, and deputy-steward of the Ecclestone and Sheffield Manorial Court of Requests, and on the passing of the first County Courts Act he became clerk to the Sheffield County Court (Circuit No. 13). He afterwards withdrew from practice, and entered at Lincoln's-inn, where he was called to the bar in Trinity Term, 1859, but he continued to reside at Sheffield, and he never practised as a barrister. Mr. Rodgers took an active part in local business, and he was for some time a town councillor for the Upper Hallam Ward. He was a member of the committee of the Sheffield Church Extension Society, and he was a magistrate for the borough, in which capacity he often rendered valuable assistance to the stipendiary. He was a magistrate and deputy-chairman of quarter sessions for the West Riding of Yorkshire, and also a magistrate for Derbyshire, and chairman of the Eckington Petty Sessions. Mr. Rodgers retained the magistracy of the county court until his death (Mr. William Wake being associated with him in the office), and he was also district registrar at Sheffield under the Judicature Acts. Mr. Rodgers had been twice married, but he leaves no family. The news of his death caused universal regret at Sheffield. On the 30th ult. Mr. Ellison, the county court judge, and Mr. Welby, the stipendiary magistrate, each paid a high tribute to Mr. Rodgers' high character and attainments, and at the quarter sessions, on the 1st inst., Mr. Wills, Q.C., the recorder, spoke of the great public loss which had been sustained. He was buried at Ecclestone on the 2nd inst.

LAW STUDENTS' JOURNAL.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A general meeting of this society was held in the Law Library, on Tuesday evening last, J. Marigold, Esq., occupying the chair. Moot Point No. 649 was discussed, the subject being:—"A. buys goods of B., and C. guarantees the payment of the price. A. becomes insolvent before delivery, and before the vendor's right of stoppage *in transitu* is defeated. Can C., upon payment of the price, stop the goods *in transitu*?" The speakers on the affirmative were Messrs. E. C. Rogers, Browett, Travis, O'Connor, and W. S. Rogers; and on the negative, Messrs. Davis and J. Clark. A spirited debate was carried on by both sides, and the chairman, in summing up the arguments, called attention to the particular difficulties of the question, and invited a further discussion by the members before putting it to the vote. The speakers availed themselves of the chairman's invitation, and the moot being put to the meeting was carried in the affirmative. A hearty vote of thanks to the chairman concluded the meeting.

LEGAL APPOINTMENTS.

MR. FREDERICK ARPA, LL.D., vice-consul and registrar of the Consular Court at Alexandria, has been appointed Judge of her Majesty's Court for Tunisia.

MR. WILLIAM HENRY GUNNING BAGSHAW, Q.C., has been appointed Judge of County Courts for Circuit No. 35, in succession to Mr. Edmund Beales, deceased. Mr. Bagshaw is the son of the late Mr. Henry Ridgard Bagshaw, Q.C., formerly judge of the Clerkenwell County Court. He was educated at University College, London, and graduated B.A. at the University of London in 1843. He was called to the bar at the Middle Temple in Michaelmas Term, 1848, and he became a Queen's Counsel

in 1872. Mr. Bagshaw has for several years practised in the Rolls Court. He is a bencher of the Middle Temple, and examiner in equity and the law of real property at the University of London.

MR. CLAUDE LEATHAM, solicitor (of the firm of Scholey, Wilson, & Leatham), of Wakefield, has been appointed Clerk to the Magistrates for the Upper Osgoldcross Division of the West Riding. Mr. Leatham was admitted a solicitor in 1878.

MR. SAMUEL HALL SMITH LOFTHOUSE, barrister, has been appointed Deputy-Recorder of the Borough of Sheffield. Mr. Lofthouse was called to the bar at Lincoln's-inn in Trinity Term, 1869. He practises on the North-Eastern Circuit, and at the West Riding of Yorkshire Sessions.

MR. JUSTICE MATHEW has received the honorary degree of LL.D. from the University of Dublin.

MR. JABEZ MCDIARMID, solicitor (of the firm of McDiarmid & Teather), of 5, Newman-court, Cornhill, has been appointed by Mr. Ogg, sheriff-elect, to be one of the undersheriffs of London and Middlesex for the ensuing year. Mr. McDiarmid was admitted a solicitor in 1864.

MR. ARTHUR THOMAS SHEPHERD, solicitor, of Sunderland, has been appointed Clerk to the Bishopwearmouth Burial Board. Mr. Shepherd was admitted a solicitor in 1876.

DISSOLUTIONS OF PARTNERSHIPS.

CHARLES MALCOLM MAGILL, ALFRED EWEN, and JAMES GEORGE ROBERTS, solicitors, 75, Chancery-lane (Magill, Ewen, & Roberts). June 24. So far as regards the said Alfred Ewen and James George Roberts.

RANDALL GLYNES, WEBSTER GLYNES, and ALFRED FREDERIC CHURCH, solicitors, 29, Mark-lane (Glynnes, Son, & Church). June 24. The said Randall Glynnes and Webster Glynnes will in future continue alone in practice, under the style of Glynnes & Son, at 29, Mark-lane, and Alfred Frederic Church will in future practise alone at 45, Fenchurch-street.

[Gazette, June 28, 1881.]

FRANCIS JAMES RIDSDALE, CHARLES RICHARD CRADDOCK, since deceased, and FRANCIS JAMES RIDSDALE, jun., solicitors, 5, Gray's-inn-square. Aug. 20, 1880.

[Gazette, July 1, 1881.]

JAMES JOHN CUMMINS, CHARLES ERRINGTON PEGLER, and EDWARD JAMES BRUTTON, solicitors, 4, Union-court, Old Broad-street (Cummins, Pegler, & Brutton). June 29. As regards Edward James Brutton.

[Gazette, July 5, 1881.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

MORAY FIRTH MINING COMPANY, LIMITED.—Creditors are required on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to John Henry Tilly, Queen Victoria st, Mansion house. Aug 6 at 12 is appointed for hearing and adjudicating upon the debts and claims

UNITED SERVICE SUPPLY ASSOCIATION, LIMITED.—Petition for winding up, presented June 30, directed to be heard before V.C. Bacon on July 9. Best and Co, Essex st, Strand, solicitors for the petitioners

[Gazette, July 1.]

AVONSIDE ENGINE COMPANY, LIMITED.—By an order, dated June 25, Fry, J., appointed Henry Spain, 1, Gresham bldgs, provisionally official liquidator. Clarke and Co, Lincoln's inn fields, solicitors for the petitioner

HORNSEA STEAM BRICK AND TILE WORKS, LIMITED.—V.C. Bacon has, by an order dated June 3, appointed Joseph Hardy, Norfolk row, Sheffield, to be official liquidator

NEW BRONFLOYD COMPANY, LIMITED.—Petition for winding up, presented July 4, directed to be heard before the M.R. on July 16. Foss and Legg, Abchurch lane, solicitors for the petitioner

VICTORIA STEAM TRAMWAY COMPANY, LIMITED.—Petition for winding up, presented June 29, directed to be heard before V.C. Hall on July 15. Foss and Legg, Abchurch lane, solicitors for the petitioner

[Gazette, July 5.]

THE RAILWAY COMMISSION.*

May 3, 13.—*James and others v. The Taff Vale Railway Company and The Great Western Railway Company.*

Passenger traffic—Continuous line of railway—Forwarding traffic—Railway and Canal Traffic Act, 1854, s. 2.

Two railway companies ran trains to C. and each had a station there. The stations were fifty-five chains apart from each other, but were connected by a line of railway belonging to one of such railway companies. Upon complaint by the inhabitants of the district that no passengers were conveyed on the railway between the two stations, although there was a continuous line of railway, the Commissioners made an order enjoining both the companies to afford a continuous communication for passengers by means of their continuous lines, and to afford due and reasonable facilities for forwarding through passenger traffic arriving by one of the lines at C. by the other.

This was an application by certain inhabitants of Merthyr Tydfil under the 2nd section of the Railway and Canal Traffic Act, 1854, for the purpose of obtaining due facilities from the Taff Vale and Great Western Railway Companies for forwarding passenger traffic between places situated on their lines of railway.

The Great Western Company and the Taff Vale Company had each a station at Cardiff, in the county of Glamorgan. The stations were fifty-five chains apart, and were connected by a continuous line of railway made by the Great Western Railway Company under 14 & 15 Vict. c. liii.

Such line of railway was used for the transit of goods only from places on the one company's line to places on the other company's line, and consequently passengers had to walk or drive between the two stations.

William Evans appeared for the applicants.

Pope, Q.C., and Sutton, for the Taff Vale Railway Company.

Webster, Q.C., and R. S. Wright, for the Great Western Railway Company.

The COMMISSIONERS delivered the following judgment:—This is a complaint that the Great Western Railway Company and the Taff Vale Railway Company do not interchange passenger traffic at Cardiff with all due and reasonable facilities. The Great Western and Taff Vale Railways cross at Cardiff, and traffic is able to pass from one railway to the other by a junction line belonging to the Great Western Company, and constructed under the powers of the "South Wales Railway New Works Act, 1851." This line commences by a junction with the Great Western Railway at a point about eighteen chains from the Great Western (Cardiff) station, is fifteen chains in length, and ends by a junction with the Taff Vale Railway at a point twenty-two chains from the Taff Vale (Cardiff) station at Crookherbtown, the distance the two stations are apart being about fifty-five chains. The junction line, however, is not used for passenger traffic, and a passenger, part of whose route is Taff Vale and part Great Western, has to go across by road from the station of one company at Cardiff to the station of the other. The applicants who reside at Merthyr, and travel frequently between Merthyr and London through Cardiff, complain of it as a public inconvenience that there is no other service for the transfer of passengers at Cardiff. They observe that the railways of the two companies form a continuous line of communication, and that the distance between their stations at Cardiff does not exceed one mile, and they ask for the enforcement of their rights, under the Traffic Act, 1854, and for an order granting the public reasonable accommodation. The 2nd section of the Traffic Act provides, amongst other things, that every railway company having or working railways which form part of a continuous line of railway accommodation, or which have the terminus or station of the one near the terminus or station of the other, shall afford all due and reasonable facilities for receiving and forwarding all the traffic arriving by one of such railways by the other without any unreasonable delay, and so that no obstruction may be offered to the public desirous of using such railways as a continuous line of communication, and so that all reasonable accommodation may, by means of the railways of the several companies, be at all times afforded to the public in that behalf. As to when a station or terminus shall be deemed to be near another station or terminus, the Act provides that it shall be deemed to be so when the distance between such

stations shall not exceed one mile. That it causes great inconvenience to a large population that there is no through communication by the loop line is admitted, and it appears by the answers of the two companies that negotiations have long been pending between them for the Taff Company to work over the loop line and to use the Great Western station. As yet, however, they have not been able to agree upon the terms, and if the public cannot have the accommodation to which the Act entitles them by means of an arrangement between the companies, they can only ask that the general powers of railway companies to grant facilities to traffic shall be exercised as far as necessary. The responsibility for the working of a line rests primarily with the company who are the owners of it, and were each company to work its own lines in this case, the place at which one would deliver, and the other would receive, through traffic requiring to be forwarded, would be the junction of the loop line with the Taff Vale Railway. But that line has no sidings, and there are no sheds or platforms at the junction, and passengers could not be set down and taken up at a point where there was no provision of that kind for their transfer. It is the opinion also of Mr. Grieson and of Mr. Fisher, representing the two companies, that traffic by the loop line between their stations ought to be worked through by a single company, and that an exchange at the junction would be dangerous.

The Great Western station at Cardiff is situated between the Taff Vale Railway and the Penarth Railway, of which the Taff Company are lessees, and by an agreement dated the 23rd of October, 1876, the Great Western Company have given the Taff Company running powers, and the use of their Cardiff station for passenger traffic between Cardiff and Penarth. These powers, however, do not apply to traffic between the Great Western and the Taff Vale Railways, nor does such interchange traffic, which would be the particular kind of traffic to which the present complaint has reference, come any more—so we understand the two companies to say—within the scope of another agreement, dated the 24th of April, 1866, under which the Taff Company have permission to run their engines and trains, with their own local traffic, over the loop line in conjunction with other parts of the Great Western system. But these agreements are sufficient to show that the relative position of the lines of the two companies at Cardiff makes it, as far as the exercise of running powers is concerned, more natural or convenient that the Taff Company should work over the Great Western, than the Great Western Company over the Taff Vale, and so we find also the negotiations to which we have referred as so long pending, to contemplate the Taff Company using the Great Western stations and running over the Great Western line with passenger-trains to and from their own station at Crookherbtown to connect with Great Western main-line trains, and to have had for their object to fix the terms and the extent of the user.

The distance between the two stations at Cardiff does not, as already stated, exceed one mile, and over this distance there is a continuous railway communication which the Taff Vale Company is entitled to use upon payment of tolls under section 92 of the Railway Clauses Act, 1845, which is incorporated with the "South Wales Railway New Works Act, 1851," and with the South Wales Railway Consolidation Act, 1855, which repeals earlier Acts, including the "New Works" Act, 1851, but makes "The Taff Vale Railway Junction," as it calls the railway between the South Wales main line and the Taff Vale Railway at Cardiff, part of the undertaking to which its provisions apply. The Traffic Act, 1854, provides that where there are two railways which have stations as near as the stations at Cardiff are, the companies having the railways shall give all reasonable facilities for a through service, and as far as circumstances will allow and the powers of each company go, combine the working of their railways for the accommodation of the public. It appears to us in this case to be a reasonable thing, so long as the required accommodation is not given in any other way, that the Taff Vale Company should exercise the statutory powers they possess to convey by their own engines and carriages passenger traffic to and from the Great Western passenger stations at Cardiff, paying toll for the use of the railway, and carrying all passengers willing to pay them any special transit charge of reasonable amount they might make, and that the Great Western Company should afford all reasonable and

* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

proper facilities and conveniences for the Taff Vale trains to pass into and out of their station, and to receive and deliver passengers and their luggage in the station, and should give the aid of their staff for the arrival and departure of Taff Vale passengers, and for the working the junctions at the Great Western end of the loop line.

We think not less than four of such trains should run each way on week days, and that their trains should be so arranged as to give the Taff Vale main line trains a connection with the Great Western main line trains.

The toll it would be lawful for the Great Western Company to demand appears to be regulated by the South Wales Railway Consolidation Act, 1855, which fixes the toll per passenger at a sum not exceeding twopence per mile, and authorizes a charge to be made as for six miles where a passenger is conveyed a shorter distance. These are wide toll limits, and the toll the Great Western Company could charge the Taff Company under them would, we think, be fully sufficient to remunerate the Great Western for any trouble or expense they might be put to, and with this provision in favour of that company, and the qualification as to the passengers the Taff Company would be under obligation to carry, the requiring that, if the companies should not have recourse to other means for that purpose, the means that have been mentioned for facilitating traffic should be afforded, involves nothing that is incompatible with the fair interests of either company. But in showing that it is practicable for the two railways to be worked as a continuous line, merely by each company exercising its separate powers for the benefit of the public, we do not wish or intend to impose that or any particular mode of working on the companies. The train service, for instance, that was contemplated in the agreement the companies proposed to enter into in the early part of this year would have been perfectly satisfactory, and they are free under the Traffic Act, as they may think it in their common interests, to set aside any particular way of giving accommodation such as that to which we have referred as being in their power, and to adopt instead any other way of not less effect which they may prefer. We are, however, of opinion that at present through passenger traffic, arriving by one of the main lines at Cardiff, is not afforded due and reasonable facilities for being forwarded by the other, and that the applicants have established their claim to have an order made by us in the terms of that part of section 2 of the Act of 1854 under which their application comes. The applicants are granted costs, and we think the measures to be taken to afford the necessary facilities should be in operation within one month from this day.

Solicitors for the applicants, *Bell, Brodrick, & Gray*, for *Lewis & Jones*, Merthyr Tydfil.

Solicitor for the Great Western Railway Company, *R. R. Nelson*.

NEW ORDERS.

COURT OF APPEAL, WESTMINSTER.

Interlocutory appeals from the Queen's Bench Division will stand over until next sittings, unless, on application to the court at Lincoln's-inn, in urgent cases they are ordered to come into the paper there.

CHANCERY PAY OFFICE.

NOTICE OF OFFICE REGULATIONS.

1. *Delivery of Cheques.*—The office will be open for the delivery of cheques from 10.30 till 3.30 daily, except Saturdays, when the hours will be from 10.30 till 2.
2. *Powers of Attorney.*—The form of power of attorney hitherto in use has been revised. In future no affidavit of execution will be required. The new forms are to be obtained at the Office of the Distributors of Stamps and Forms.

Powers of attorney will be ready for delivery on the third day following that on which they have been left.

3. *Certificates of Funds in Court.*—These will be issued on the third day following that on which they have been bespoken.

4. *Transcripts of Accounts.*—Transcripts of accounts will in ordinary cases be completed within one week of the day on which they have been bespoken or left to be made

up; but this period will be liable to extension so far as may be actually necessary, in cases in which the accounts cover a period of more than two years. Transcripts required for the use of chief clerks and other officers of the court will have precedence.

All transcripts will be marked with an office stamp or die as evidence of authentication.

When so requested, the prices at which securities have been purchased or realized will be inserted in such transcripts.

Solicitors are requested to leave all transcripts of accounts at the office to be completed at least once in each year.

July, 1881.

QUEEN'S BENCH DIVISION.

SITTINGS IN BANC.

All opposed motions are to be put into a list, and will be taken in their order in the list. Notice of the motions to be put in the list must be given to the officer in charge of it.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

HINE, FRITH, Leek Frith, Stafford, Farmer. July 9. *Hine v Hine* V.C. Hall. Allen, Leek

KEMPSELL, JOHN, sen, Winkfield, Berkshire, Builder. July 9. *Haydon v Kempell*, Fry, J. Davies, Basinghall st

RADFORD, JOSEPH, Delph, Brierley hill, Stafford, Licensed Victualler. June 27. *Cartwright v Radford*, Registrar, Dudley. Homer, Brierley hill

UNDERWOOD, SAMUEL NEWBY, Regent st, Silk Mercer. July 5. *Underwood v Underwood*, V.C. Bacon. Peed, Cambridge [Gazette, June 14.]

CLARKE, WALTER GRIMWOOD, Regent's Canal, Limehouse, Biscuit Manufacturer. July 15. *Clarke v Starnes*, M.R. Bastard, Brabant ct, Philpot lane

CLAY, JAMES, Waterbeach, Cambridge, Farmer. July 30. *Camps v Mason*, V.C. Hall. Wayman, Cambridge

JONES, JOHN, Bronwion, Cardigan, Farmer. July 14. *Davies v Jones*, M.R. Roberts, Aberystwyth, Cardigan

LAW, PAULINE, Edwardes sq, Kensington. July 19. *Jones v Law*, V.C. Hall. Jones, Lancaster pl, Strand

LOWE, THOMAS PHILIP, Nantwich, Chester, Gent. July 8. *Absolom v Norcop*, V.C. Hall. Brooke, Nantwich

POOLE, GEORGE WALTER, Paradise walk, Chelsea, Proprietor of Panoramas. July 15. *Webb v Poole*, Fry, J. Mead, Jermyn st, St James's

SUTHERLAND, WILLIAM, Glenville Bitterne, Southampton. July 16. *Sutherland v Sutherland*, Fry, J. Vallance, Essex st, Strand [Gazette, June 17.]

BOWLEY, WILLIAM, Gonalstone, Nottingham, Farmer. July 19. *Bowley v Thompson*, M.R. Latham, Melton Mowbray

ELLIS, CHARLES CYDWELLYN, Albany courtyard, Piccadilly, Solicitor. July 19. *Ellis v Swan*, M.R. Munday, St Swithin's lane

FREE, RICHARD, Rugeley, Stafford, Surgeon. July 15. *Freer v Freer*, M.R. Arncliffe, Rugeley

GARVEY, JOHN, Tabard st. July 14. *Macey v Garvey*, V.C. Hall. Saffery and Huntley, Tooley st

LANGHAM, STEPHEN, NATHANIEL, Castle st, Leicester sq, Licensed Victualler. July 26. *Langham v Langham*, M.R. Thomas, Martin's lane, Cannon st

SAYER, MATILDA, Wyke House, Isleworth. July 20. *M'Clellan v Clarke*, Fry, J. Phillips, Old Jewry chambers

TROENE, JOHN KING, Warwick st, Picnic. July 21. *Thorne v Thorne*, V.C. Hall. Nazer, Castle st, Holborn [Gazette, June 21.]

GOODLAKE, HENRY COX, Gt Malvern, Worcester, Surgeon. July 25. *Tytrell v Goodlake*, V.C. Hall. Whitley, Gt Malvern

GUDGEN, ALEXANDER, Newton Blossomville, Bucks, Yeoman. July 8. *Bimco v Gudgen*, V.C. Hall. Powell, Newport Pagnell

HALL, JOSEPH, Halifax, Farmer. July 20. *Parke v Hall*, V.C. Hall, Sutcliffe, Hebdon Bridge, nr Halifax

PENNELL, MARY, Dorset cottages, Old Kent rd. July 20. *Jassauum v Wheeler*, Fry, J. Brewer, City rd, Finsbury sq

ROBERTS, HOWLAND, Lee Park, Blackheath, General in H.M. Indian Army. July 20. *Roberts v Mackintosh*, V.C. Bacon. Blaxland, Lincoln's inn fields

USKRE, HERBERT TAYLOR, Governor of the Gold Coast. Oct 1. *Sell v Davenport*, Fry, J. Davis, Cork st, Burlington gardens

WALTON, JOHN, Birmingham, Coal Merchants. Sept 1. *Upton v Walton*, Fry, J. Reeves, Birmingham [Gazette, June 24.]

BLUNT, EDWARD, St Peter's rd, Mile End, Watchmaker. July 16. *Burch v Blunt*, V.C. Bacon. Chancery, Whitechapel rd

CLARK, FREDERICK ARTHUR, Oppidians rd, Hampstead, Stockbroker. Aug 1. *Wright v Clark*, V.C. Hall. Tucker, Serle st, Lincoln's inn

CLAY, RICHARD, Rose Bank, Hampton Court, Esq. July 26. *Van Sandau v Tindale*, M.R. Taylor, Essex st, Strand

GODDEN, CHARLES, Carlisle, Gent. July 25. Godden v Scott, V.C. Hall. Warrnap, Carlisle
 JACKSON, SHADACH, Brookmews, Berkeley sq, Licensed Victualler. July 20. Jackson v Jackson, V.C. Hall. Thomson, Cornhill
 PAINE, RICHARD BISOP, Budleigh Salterton, Devon, Gent. July 30. Paine v Bisney, V.C. Hall. Ford, Exeter
 POTTER, WILLIAM, Walthamstow, Essex, Publican. July 20. Potter v Potter, V.C. Hall. Harries, Coleman st
 RANDELSOON, ANN, Carlisle. July 30. Leach v Slack, Fry, J. Brown, Carlisle
 RHODES, ROBERT, Gomersal, York, Land Surveyor. July 20. Rhodes v Wroe, V.C. Hall. Walker, Halifax
 SICHEL, SYLVESTER EMIL, Bradford, York, Merchant. July 30. Sichel v Sichel, V.C. Hall. Killick, Bradford
 WEBSTER, REV JOSIAH GARDINER, Brighton, Clerk. July 24. Wigden v Mello, V.C. Hall. Brown and Woolnough, Lincoln's inn fields
 WILLIAMS, EDWARD, Maesgryn, Brecon, Farmer. July 21. Griffiths v Webb, V.C. Hall. Griffiths, Hay

[Gazette, June 28.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25
 LAST DAY OF CLAIM.

ADAMS, MARY, Bath. July 30. Bowker and Co, Bedford row
 BALDWIN, GEORGE, Wolverhampton, Esq. Aug 1. Corser and Co, Wolverhampton
 BARROW, GEORGE, Grafton st, Soho. July 20. Waynforth, High st, Shore-ditch
 BISH, JOHN, Bath, House Decorator. July 27. Gibbs, Bath
 BURTON, JOHN, Leicester, Gent. July 29. Stevenson and Son, Leicester
 COWDER, SARAH PAYNE, Wood lane, Shepherd's Bush. Aug 1. Newman and Co, Clement's inn
 DAVIS, ELIZABETH, Poole, Dorset, Draper. Sept. 1. Dickinson, Poole
 EWENS, RICHARD, Yeovil, Somerset, Glove Manufacturer. Aug 1. Watts, Yeovil
 GALE, CHARLOTTE, Bockhampton, Southampton. July 13. Lamb, Andover
 HARRIS, LAVINIA, Plymouth. Sept. 21. Wilson, Plymouth
 HERMON, EDWARD, Berkeley sq, Esq. M.P. Aug 15. Garrard and Co, Suffolk st, Pall Mall East
 HOLLIS, FRANCIS JOSEPH, Winchester, Solicitor. July 1. Adams and Co, Winchester
 HOLLOWAY, RICHARD HENRY, Redruth, Cornwall, Solicitor. Aug 10. Daniell, Camborne
 JONES, JAMES, Upton, nr Chester, Gent. July 9. Mason, Chester
 LLOYD, ELIZABETH HENRIETTA, Hazelcroft, York. July 20. Ellis and Boulton, Sunderland
 MORRILL, JOHN, Killingback Lodge, nr Leeds, Gent. July 31. Clarke and Son, Leeds
 PEDLEY, MARTHA, Northampton, Grocer. July 15. Jessopp, Bedford
 PHILLIPS, MARIA, Weymouth. Aug 1. Newman and Co, Clement's inn
 PIRMAN, THOMAS, Woolston, North Cadbury, Somerset. Aug 1. Newman and Co, Clement's inn
 SPEEDING, ABEL, Whitehaven, Cumberland, Butcher. July 18. Webster, Whitehaven
 STRANGE, CHRISTOPHER, Westleigh, Lancaster, Yeoman. July 4. Marsh and Son, Leigh
 TRADDALE, GEORGE, Minthorpe, Westmoreland, Yeoman. July 18. Little and Lamony, Penrith
 WHITFIELD, HENRY, Liverpool, Coal Merchant. July 20. Smith and Son, Liverpool
 WIGLEY, CHARLES, Sheldon, Warwick, Farmer. Aug 16. Whately and Co, Birmingham

[Gazette, June 17.]

BENT, EDWARD, Lowesby, Leicester, Grazier. July 2. Mee and Co, Leicester
 BLUNT, EDWARD, Bury, Lancaster, Rag Dealer. July 16. Grundy, Bury
 BROOKS, MARIA, Queen's rd, Dalton, Aug 1. Mathews, Billiter st
 BURDITT, DAVID, Leicester, Letter Carrier. July 2. Mee and Co, Leicester
 CARTERBURY, EDWIN JOHN, Milton st, Chiswell st, Carman. July 18. Yarde and Lander, Raymond's bldgs, Gray's inn
 COLLINS, JAMES THOMAS, Hartow rd, Gent. July 17. Hudson, Furnival's inn
 COOMBS, ISAAC BENT, Bradford, Wilts, Auctioneer. Aug 1. Beaven, Bradford
 CROOKS, JAMES, Black Lion lane, Hammersmith, Gent. July 17. Hudson, Furnival's inn
 FORSTER, GEORGE JONES, Half Moon st, Piccadilly, Gent. July 17. Hudson, Furnival's inn
 HEMINGWAY, JOSEPH, Potter's Bar, Coal Merchant. July 20. George, Barnet
 HENDERSON, JOHN, Lauriston, Edinburgh, Gent. July 21. Smith and Son, Liverpool
 KILNER, JOHN, Eccles, Lancaster, Grocer. July 31. Folding, Blackburn
 MAY, MIRIAM, Topsham, Devon. Aug 27. Roberts and Son, Exeter
 MILLIDGE, WILLIAM HENRY, Newport, I.W., Chemist. Aug 16. Eldridge and Sons, Newport
 PHILLIPS, ROBERT, Cockspur st, Charing cross, Jeweller. July 30. Snyer and Son, Old Broad st
 ROBSON, JAMES TURNBULL, Stockton, Durham, Canvas Manufacturer. July 31. Dodds and Co, Stockton-on-Tees
 STAGLAND, JAMES RICHARD LEAR, Dalling rd, Hammersmith, Gent. July 17. Hudson, Furnival's inn
 STEPHENS, ROBERT, Green st, Paddington, Ladder Manufacturer. Aug 10. Boydell, Warwick ct, Gray's inn
 THOMPSON, ELEANOR, Tonsley hill, Wandsworth, July 25. Mathews, Billiter st
 WARD, ROBERT WRIGHT, Wimbotsham, Norfolk, Schoolmaster. Aug 1. Reed and Wayman, Downham Market

WALTON, THOMAS, Bromsgrove, Worcester, Gent. July 30. Morgan, Birmingham
 WHEATLEY, THOMAS, Calverley, York, Innkeeper. Aug 1. Wiggin, Leeds
 WHITE, PETER, Hollywood rd, Brompton, Gent. Aug 2. Cox, Saller's Hall ct, Cannon st
 WILSON, ANN HEWITT, Ebury st, Belgravia. July 15. Deane and Co, South sq, Gray's inn
 WISE, HORATIO JAMES, Fulham rd, Brompton, Retired Colonel. July 31. Marsden and Co, Old Cavendish st
 YEARDLEY, EDWIN DAVIES, Woodville, nr Sheffield, Gent. Aug 30. Fretson and Son, Sheffield

[Gazette, June 21.]

BAINBRIDGE, LILY MATILDA, Grenville pl, South Kensington. Aug 4. Harwood, Cannon st
 BENNETT, HESTER, Congresbury, Somerset. July 16. Gregory and Son, Bristol
 BUCKLEY, JOSEPH, Gorion, nr Manchester, Cotton Spinner. Aug 1. Stead, Manchester
 BURDET, CHARLES SEDLEY, Shrubhurst, Surrey, Lieutenant Colonel in the Coldstream Guards. July 22. Taylor and Co, Furnival's inn
 CARLYLE, THOMAS, Gt Cheyne row, Chelsea, Esq. July 3. Farrer and Co, Lincoln's inn fields
 CHADDOCK, HENRY DOUDNEY, Bristol, Smith. July 16. Gregory and Son, Bristol
 CORDEBY, ALICE, Seymour villas, New Hampton. July 24. Patey and Watter, London wall
 DAWSON, ROBERT JOHN, Conisbrough, York, Gent. Sept 1. Parkin and Co, Doncaster
 EVERARD, PROSPER LEOPOLD, New Coventry st, Haymarket, Picture Dealer. July 11. Beyfus and Beyfus, Lincoln's inn fields
 FRECKLETON, JOHN, Derby, Whitesmith. Aug 11. Hextall, Derby
 GALT, JOHN JAMES, New Wootton bridge, Isle of Wight, Esq. Aug 1. Ford, Howard st, Strand
 GRIFFITHS, SAMUEL, Cannon st, Iron Broker. Aug 1. Warming-ton, Gresham bldgs
 HAREWY, JOHN, Levels, nr Thorne, York, Farmer. Sept 1. Parkin and Co, Doncaster
 HARRISON, MART, Sawley, Derby. Aug 6. Burton and Co, Nottingham
 HARVEY, SUSANNA, Greenway, Devon. July 30. Smith and Paul Truro
 HONE, NATHANIEL, jun, Rosemount, Booterstown, Ireland, Esq. Aug 6. Rooke and Sons, Lincoln's inn fields
 HUTCHINGS, ELLEN, Liverpool. July 21. Goffey and North, Liverpool
 LEE, JOHN, Thorne, York, Farmer. Sept 1. Parkin and Co, Doncaster
 MACLEAN, GEORGE HENRY, Lime st, Merchant. Aug 31. Maples and Co, Frederick's pl, Old Jewry
 MAWE, FREDERIC EUSTACE, Belsize pk gdns, Solicitor. Aug 6. Rooke and Sons, Lincoln's inn fields
 MCKINNON, JOHN, Chorlton-upon-Medlock, Manchester, Manufac turing Chemist. Aug 1. Stead, Manchester
 MICHAUX, JAMES, Guildford, Surrey, Hotel Keeper. Aug 1. Day, Godalming
 O'BRIEN, DONAT JOHN HOSTE, Eastwick, Hertford, Esq. Aug 16. Hunt, Ware
 PAYNE, SARAH LETITIA, Enville, Stafford. Aug 15. Hall, Ashton-under-Lyne
 PEDLEY, MARTIN, Northampton, Grocer. July 15. Jessopp, Bedford
 POWELL, EDWARD BUNN, Woodbridge, Suffolk, Gent. Aug 1. Grim-wade, Hadleigh
 ROBSON, ROBERT, Richmond, York, Gent. Aug 1. Tomlin, Richmond
 SMITH, WILLIAM JOHN BERNHARD, Eaton pl, Barrister-at-Law. Aug 31. Maples and Co, Frederick's pl, Old Jewry
 WATTS, HENRY, Islington green, Licensed Victualler. Aug 31. Harcourt, Moorgate st
 WEBB, EDWIN HENRY, Eccleston, Chester. Aug 30. Rye and Kyre Golden sq
 WHITAKER, HENRY, Stewardstone Lees, Anerley rd, Esq. Aug 6. Rooke and Sons, Lincoln's inn fields
 WOOLHOUSE, MARY, Egham, Surrey. July 21. Farrer and Co, Lincoln's inn fields
 YEOMANS, HENRY WILLIAM, St Martin's ct, St Martin's lane, Tailor. Aug 4. Roberts, South sq, Gray's inn

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ATKINS, GEORGE JONAS, Cheltenham, Hotel Keeper. Aug 4. Jessop Cheltenham
 BERRY, ZEPHANIAH DRACON, Regency st, Westminster, Gas Engineer. Aug 10. Holcombe, Great James st, Bedford row
 BRAD, GILBERT, Great Marlborough st, Licensed Victualler. July 24. Indermuir and Clark, Devonshire terrace, Portland pl
 CARRINGTON, WILLIAM TOWNSEND, Croxden Abbey, Stafford, Farmer. Sept 1. Brown, Ashby de la Zouch
 CATTERALL, WILLIAM, Blackpool, Lancaster, Gent. Aug 13. Dick-son, Blackpool
 COUPLAND, PETER, Eccles, Manchester, Silk Merchant. Sept 24. Allen and Co, Manchester
 COX, MARY ANN, Lower Forechester street, Paddington. July 14. Walker, Fitzroy st, Fitzroy sq
 CRESPIN, ELIZABETH, Sidcot, Winscombe, Somerset. Sept 29. Bakers and Co, Weston super Mare
 EDWARDS, DAVID, Ruthin, Denbigh, Seedsman. July 20. Lloyd and Roberts, Ruthin
 FARBALL, WILLIAM, Great Saughall, nr Chester, Farmer. July 27. Bridgman and Co, Chester
 GRANT, THOMAS, Birmingham, Builder. Aug 7. Cottrell and Son Birmingham
 GRANTHAM, JOHN HOTCHIN WATTS, Burch to Marsh, Lincoln, Farmer. Aug 22. Bell and Ingoldby, Leath
 HEALY, GEORGE, Grantham, Lincoln, Solicitor. July 21. Latham and Paddison, Melton Mowbray

HORE, WILLIAM THOMAS, Springfield, Upper Clapton, Wine and Brandy Merchant. Aug 31. Baddley and Sons, Leman st
HOTTE, JOHN, Halthwaite, York, Cotton Spinner, Oct 1. Bottomley, Huddersfield
HUXTER, JOHN, Sheffield, Glass Cutter. Aug 1. Binney and Co, Sheffield
NELSON, REV. JAMES, Luddenden, Halifax, Clerk. Aug 25. Nelson and Co, Leeds
ORCHARD, THOMAS, Ashby de la Zouch, Leicester, Ironmonger. July 10. Brown, Ashby de la Zouch
PRASCOB, GEORGE, Carlisle, Gent. July 12. Wannop, Carlisle
POTTS, GEORGE, Cranlington, Northumberland, Joiner. Aug 15. Mather and Co, Newcastle upon Tyne
RICHES, WILLIAM, Crescent pl. Clapham Common, Gent. Aug 3. Green, Verulam bldgs, Gray's inn
RYOTT, WILLIAM HALL, Thirsk, York, F.R.C.P. Aug 1. Richardson, Castlegate, Thirsk
SCURE, RICHARD WILLIAM, Thirsk, York, Watchmaker. Aug 3. Richardson, Castlegate, Thirsk
SHAW, SUSANNA, Marquess rd, Canonbury. July 28. Lovell and Co, Gray's inn sq
SMITH, FREDERICK, Brighton, Leather Cutter. July 31. Freeman and Freeman-Gell, Brighton
STANESBY, GEORGE, Exmouth st, Stepney. Aug 1. Sydney, Coleman st
SWAIN, DAVID, Birmingham, Gas Maker. Aug 7. Cottrell and Son, Birmingham
THOMAS, JENKIN JONES, Weston super Mare, Esq. July 25. Jones, Llandysul
VIPAN, SELINA EDITH, Gateby rd, Brixton. July 28. Wallingford and Co, St Ives, Hants
WARD, MARY BUSBY, York. July 6. Cooper, Bridlington
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BADENACH, WALTER THOMPSON, Seaforth, Lancaster. July 15. Eyres and Co, Liverpool
BAIDON, JOSEPH, Southport, Lancaster, Cent. Aug 1. Paley Baildon, Mitre st, Temple
BOTHAMLEY, GEORGE, Sutton Bridge, Lincoln, Beerhouse Keeper. July 15. Mossop and Mossop, Long Sutton
COTTON, THOMAS BOOT, Brighton, Esq. Aug 15. Newbald and Falkner, Newark
DUNLEAVY, JOHN, Brook st, Ratcliffe, Cooper. Aug 2. Barfield, Finsbury pavement
ELDER, ROBERT, Kingston upon Hull, Master Mariner. July 16. Thompson and Co, Hull
GALT, JOSEPH JAMES, New Wootton Bridge, Isle of Wight, Esq. Aug 1. Ford, Howard st, Strand
GOODWIN, WILLIAM HENRY, Albert rd, Kilburn, Licensed Victualler. Aug 1. Fox, St Mary's sq, Paddington
HOLLINGS, EDWARD, Kingswinford, nr Dudley, House Steward. Aug 23. Fluker, Serjeant's inn, Chancery lane
MACLEOD, RODERICK, BANTRYNE, golden Manor, Hanwell, Major-General in Her Majesty's Army. Aug 6. Gamlen and Son, Gray's inn sq
MOSS, JAMES, Ashton under Lyne, Farmer. Aug 2, Taylor Hampson, Ashton under Lyne
OLDHAM, MARIA, Highbury quadrant, Highbury. Aug 1. Hewitt, Nicholas lane
OWAT, FRANCES AUGUSTA, Eaton terrace. July 31. Richardson and Sadler, Golden sq
SAVELEY, MARY ALICE, Long Sutton, Lincoln. July 15. Mossop and Mossop, Long Sutton
STEELE, MARY SARAH, Blomfield rd, Maids hill. Aug 1. Humphreys and Son, Giltspur chmbrs, Holborn Viaduct
WELLES, MARGARET, North Shields. Aug 20. Dale, North Shields
WILLMOT, JOSEPH, High st, Stratford, Saw Mill Proprietor. Aug 15. Sherrard, Lincoln's inn fields
WINTER, ROBERT, Jamaica st, St George's in the East, Gent. July 30. Brewer, City road, Finsbury sq
VIGOR, RICHARD NUGENT hill, Bristol, Gent. July 28. Britans and Co, Bristol
[Gazette, July 1.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

JUNE 30.—BILL IN COMMITTEE.

Gas Provisional Orders.

BILL READ A THIRD TIME.

Charitable Trusts.

JULY 1.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—London, Chatham, and Dover Railway (Further Powers), Holland (Parts of) and Sutton Bridge Water.

JULY 4.—BILLS READ A SECOND TIME.

PRIVATE BILL.—London and South-Western Railway. Incumbents of Benefices (Loans Extension).

HOUSE OF COMMONS.

JUNE 30.—BILL IN COMMITTEE.

Metropolitan Open Spaces Act, 1877. Amendment.

JULY 1.—BILL READ A FIRST TIME.

Bill for further amending the Acts relating to the Raising of Money by the Metropolitan Board of Works, and for other Purposes relating thereto (Lord F. Cavendish).

JULY 4.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Sectional or Block Buildings Management.

BILLS WITHDRAWN.

Merobant Shipping, Thames River (No. 2).

JULY 6.—BILL READ A FIRST TIME.

Bill to continue certain Turnpike Acts, and to repeal certain other Turnpike Acts, and for other Purposes connected therewith (Mr. Hibbert).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLL.	V. C. BACON.
Monday, July 11	Mr. Clowes	Mr. Cobby	Mr. Farrer
Tuesday 12	Koe	Jackson	Teesdale
Wednesday 13	Clowes	Cobby	Farrer
Thursday 14	Koe	Jackson	Teesdale
Friday 15	Clowes	Cobby	Farrer
Saturday 16	Koe	Jackson	Teesdale
V. C. HALL.			
Monday, July 11	Mr. Merivale	Mr. Ward	Mr. Leach
Tuesday 12	King	Pemberton	Latham
Wednesday 13	Merivale	Ward	Leach
Thursday 14	King	Pemberton	Latham
Friday 15	Merivale	Ward	Leach
Saturday 16	King	Pemberton	Latham

NORTHERN CIRCUIT.

The commissions for holding these assizes will be opened at Lancaster, on Saturday, July 9; at Manchester, on Wednesday, July 13; and at Liverpool, on Tuesday, July 26. In pursuance of "The Rules of the Supreme Court, December, 1879," causes may at any time after notice of trial has been given be entered for trial in the district registry of the city or town where the trial is to be had, or with the associate at the assize town as heretofore. The general entry of causes at each assize town will commence immediately after the opening of the respective commissions, and will close at nine o'clock the same evening. Solicitors are requested to indorse very shortly on the pleadings the nature of the action—e.g., "Slander," "Breach of Contract," "Goods Sold," and to omit the usual indorsement of notice of trial. The court will sit for the dispatch of business on the day after the commission day at each place (omitting Sunday) at eleven o'clock. The trial of special jury causes will commence at Manchester on Friday, the 15th of July, at the sitting of the court, and at Liverpool on Friday, the 29th of July, at the same hour, unless the court shall otherwise order. A list of causes for trial each day (except the first) at Manchester and Liverpool will be exhibited in the corridor of the court and in the library. Where a cause in the list has been settled, immediate notice thereof must be given to the deputy associate by the party who entered it. The associates' fees must be paid in judicature stamps.

LEGAL NEWS.

At a pension held on July 4, his Royal Highness the Duke of Connaught was called to the bench of the Hon. Society of Gray's-inn.

A well-known Wisconsin lawyer, says the *Western Jurist*, against whom Matthew Carpenter was once trying a case, persisted in asking his witness leading questions. Carpenter dryly suggested whether it would not contribute to the orderly administration of justice if his friend would at least filter the evidence through the witness.

On the 23rd ult. the Queen's Bench Division took cases in the Crown Paper. When the first case reported was called on, it appeared that the copies of the "special case," required by the rules to be sent to the judges, had not been received; and the solicitor for the appellant being called upon to account for it, stated that he had left them at the Central Office with one of the clerks, whom he named, but who, it appeared, had not conveyed them to the judges. The clerk, who had been sent for, arrived, and was interrogated by Lord Coleridge. He admitted receiving the papers, but said there was some confusion at the office. Lord Coleridge said, "Confusion at the

office! What confusion can there be to prevent your delivering to the judges copies of papers delivered to you for that purpose? It is a very simple matter so far as affects yourself. These papers are delivered to you to be delivered to us; why were they not so delivered? What did you do with them?" The clerk said he had given them to the messenger to take to the judges. Lord Coleridge then sent for the messenger, who admitted receiving papers from the clerk, but could not identify them, and on further inquiry it appeared that there was no personal manual delivery of the papers by the clerk to the messenger, but they were left on a mantelpiece for him. On the whole his lordship said to the clerk that there had been neglect, and the court had been put to great inconvenience, and if it happened again he would see what could be done to punish such neglect. In the meantime solicitors had better attend to his lordship's announcement of the arrangement to leave the copies of cases deposited at the Crown Office at that office—that is, copies for the judges as well as the cases themselves which are deposited for delivered there.

SALES OF ENSUING WEEK.

- July 12.—Messrs. DEBENHAM, TAWSON, FARMER & BRIDGE-WATER, at the Mart, at 2 p.m., Freehold Property (see advertisement, June 11, p. 12).
 July 12.—Messrs. E. & H. LUMLEY, at the Mart, at 2 p.m., Freehold Property (see advertisement, July 2, p. 4).
 July 12.—Messrs. WORSFOLD & HAYWARD, at the Mart, at 2 p.m., Ground Rents (see advertisement, this week, p. 5).
 July 13.—Messrs. FAREBROTHER, ELLIS, CLARK & Co., at Horsham, Freehold Properties (see advertisement, June 11, p. 16).
 July 13.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Shares (see advertisement, this week, p. 5).
 July 14.—Messrs. BRADLE & Co., at the Mart, at 1 p.m., Freehold Properties (see advertisement, June 11, p. 7).
 July 15.—Messrs. FAREBROTHER, ELLIS, CLARK & Co., at the Mart, Freehold and Leasehold Properties (see advertisement, June 25, p. 6).
 July 15.—Messrs. NORTON, TRIST, WATNEY & Co., at the Mart, Freehold Ground Rents, and Copyhold Property (see advertisement, June 11, p. 18; and June 25, p. 5).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

- LUSH-WILSON.—June 27, at 8, Chester-place, Regent's-park, N.W., the wife of Herbert Lush-Wilson, barrister-at-law, of a daughter.
 STEWART.—June 24, at Grassendale, Liverpool, the wife of W. J. Stewart, barrister-at-law, of a daughter.

MARRIAGE.

- FISHER-SPOONER.—June 23, at Fxell, near Stafford, Clement Ireby Fisher, Esq., barrister-at-law, to Florence Lucy, daughter of the late Isaac Spooner, Esq., J.P., formerly Stipendiary Magistrate for South Staffordshire.

DEATHS.

- ANDREWS.—June 12, at his residence, Dorchester, George James Andrews, solicitor, aged 67.
 MARSLAND.—June 19, at Dalston, George Marsland, formerly of Manchester, and of Bolton-le-Moors, solicitor, aged 65.

LONDON GAZETTES.

Bankruptcy.

FRIDAY, July 1, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

- Davies, James Penrose Hart, New Bridge st, Blackfriars. Pet June 28. Murry. July 15 at 11.
 Mutch, Charles L. Jermyn st, Piccadilly, of no occupation. Pet June 2. Haslitt. July 11 at 12.30.
 To Surrender in the Country.
 Beedle, George, Manchester, Wine Importer. Pet June 27. Lister. Manchester. July 15 at 12.
 Compere, Thomas Bond, Llangenny, Brocom, Millboard Manufacturer. Pet June 27. Shepard. Tredegar. July 16 at 12.
 Emaley, Matthew Henry, Heckmondwike, York, Rag Merchant. Pet June 29. Tennant. Dewsbury. July 14 at 3.
 Leo, John, Leeds, Brush Manufacturer. Pet June 29. Cantherley. Leeds. July 13 at 11.
 Molyneux, Henry H., Maidenhead, Berks, Gentleman. Pet June 24. Darvall. Windsor. July 23 at 12.
 Wilkison, William, Lower Addiscombe rd, Croydon, Draper. Pet June 24. Rowland. Croydon. July 12 at 2.

TUESDAY, July 5, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Ranger, Alfred Edward, St John st, Clerkenwell, Stationer. Pet June 30. Haslitt. July 20 at 12.

To Surrender in the Country.

- Bejeman, S. J., East Cowes, Isle of Wight, Licensed Victualler. Pet June 30. Blake. Newport. July 15 at 12.
 Coombe, Christopher, Faversham, Worcester, Licensed Victualler. Pet July 2. Beale. Worcester. July 19 at 2.30.
 Hovell, Benjamin, Gt Yarmouth, Norfolk, Smack Master. Pet June 30. Worledge. Gt Yarmouth. July 19 at 11.
 Wells, Thomas, Banham, Norfolk, Miller. Pet July 2. Cooke. Norwich. July 16 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, July 1, 1881.

- James, Charles Burnard, Ludgate hill, Picture Dealer. June 23.
 Phillips, Joseph, and John Phillips, Mynyddysallwyn, Monmouth, Farmers. June 29.
 Strachan, John, City chambers, Bishopsgate st, East India Merchant. June 24.

TUESDAY, July 5, 1881.

Appleyard, Robert Preacot, Connaught sq, Hyde pk. June 30

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 1, 1881.

- Aldrich, George, Watford, Hertford, Tailor. July 12 at 11 at offices of Chilcott, 98, St Martin's lane.
 Archdeacon, John, Liverpool, Plumber. July 14 at 2 at offices of Steinforth, Dale st, Liverpool.
 Armitage, Richard Augustus, Leeds, York, Grocer. July 20 at 3 at Bull and Mouth Hotel, Brigatue, in Leeds. Wilson, Mirfield.
 Atkinson, William Thomas, Great Tower st, Wine Merchant. July 13 at 3 at Masons' Hall Tavern, Mason's avenue, Basinghall st. Collens, Gresham bldgs, Guildhall.
 Bailey, Henry, Sherwood Rise, Nottingham, Boot Dealer. July 13 at 11 at offices of Stevenson, Nottingham.
 Baldwin, Robert William, Eastbourne, Sussex, Clothier. July 16 at 12 at 12, Serjeants' inn, Fleet st, Nye, Brighton.
 Bennett, John Robert, Lorne terrace, Stoke Newington, Trimming Manufacturer. July 13 at 3 at offices of Bryant and Joseph, 71, Finsbury pavement.
 Beveridge, James, Gateshead, Durham, Grocer. July 14 at 3 at offices of Marshall Dix, Wellington chambers, Gateshead.
 Bingham, Robert Sykes, Sheffield, Provision Merchant. July 12 at 12 at offices of Rodgers and Co, 30, Bank st, Sheffield.
 Black, James Cochrane, Manchester, Ladies Underclothing Manufacturer. July 14 at 10.30 at offices of Sale and Co, 20, Booth st, Manchester.
 Bloomer, David, Aston-juxta-Birmingham, Painter. July 11 at 2 at Great Western Hotel, Monmouth st, Birmingham. Simmons, Birmingham.
 Bowditch, Henry, the younger, Fulham, nr Dorchester, Farmer. July 18 at 11 at Antelope Hotel, Dorchester. Howard, Melcombe Regis.
 Bramwell, John, Alfreton, Derby, Grocer. July 20 at 3.30 at offices of Briggs, Commercial Bank chmrs, Albert st, Derby.
 Brockleback, William, Anfield, Liverpool, Wool Merchant. July 15 at 2 at offices of Knowles, 5, Cook st, Liverpool.
 Brooke, Charles, John, Brooke, and Benjamin, Brooke, Bailey Carr, Dewsbury, York, Dyers. July 15 at 2 at Black Bull Hotel, Mirfield. Tbberson, Heckmondwike.
 Brooks, John, Hughenden, Bucks, Farmer. July 10 at 3 at Lion Hotel, High Wycombe.
 Brown, James, Liverpool, Draper. July 15 at 2 at offices of Stewart, 25, Stafford at Liverpool. Brighouse and Brighouse, Ormskirk.
 Brown, James, Bristol, Hat Manufacturer. July 11 at 12 at offices of Andrews, Nicholas st, Bristol. Ayre, Bristol.
 Bullen, Arthur Brackenbury, Brockhurst, Gosport, Hants, Manufacturer of Preservative Anti-fouling Compositions for Ships' Bottoms. July 16 at 1 at Totterdell's Hotel, St George's sq, Portsea. Simpson at Palmer, Three Crown sq, Southwark.
 Burston, Walter, Farnold, Chester, Grocer. July 14 at 11 at offices of Walker and Co, Chester.
 Buxton, John, West st, Hackney, Beerhouse Manager. July 21 at 2 at offices of Neave, Chapside.
 Buzzacott, Eliza, Crediton, Devon, Carrier. July 14 at 3 at Castle Hotel, Castle st, Exeter. Orchard, Exeter.
 Carlyon, Joseph, Mylor, Cornwall, Innkeeper. July 14 at 12 at office of Jenkins, the Square, Penryn. Terrill, Penryn.
 Chapman, John Joseph, Nicoll rd, Willesden, of no occupation. July 16 at 3 at Guildhall Coffee-house, Gresham st, Nichol.
 Churchill, Joseph, Exeter, Tailor. July 14 at 3 at Bude Haven Hotel, St Sidwell. Jerman, Exeter.
 Claridge, Samuel Church, Park-walk, Fulham rd, Cheesemonger. July 11 at 3 at 45, Chancery-lane. Roberts, Thanet pl, Strand.
 Dakin, William, Birmingham, Retail Brewer. July 12 at 11 at offices of Eaden, Bennett's-hill, Birmingham.
 Davis, John Johnstone, Leamington Priors, Warwick, Ale Merchant. July 11 at 3 at offices of Overall and Son, Warwick st, Leamington Priors.
 Dent, Matthew Benjamin Edwards, Bournemouth, Hants, Licensed Victualler. July 16 at 1 at offices of Wade, Christchurch rd, Bournemouth.
 Drago Henry, Bozeat, Northampton, Shoe Manufacturer. July 15 at 3 at offices of Andrew, Mark sq, Northampton.
 Dudley, James, Laton, Bedford, Butcher. July 13 at 3 at offices of Miller, John st, Luton.
 Dryball, Thomas Walter, Ipswich, Chemist. July 18 at 12 at offices of Poore, Post Office chmrs, Ipswich. Akloas, Ipswich.
 Forster, Peter, Gorton, nr Manchester, Smith. July 13 at 2.30 at the Thatched House Hotel, New Market pl, Manchester. Butterworth, Manchester.
 Gleave, Henry, Manchester, Ladies' Underclothing Manufacturer. July 14 at 10 at offices of Sale and Co, Booth st, Manchester.
 Gobbett, John, Edith rd, Stratford New Town, Provision Dealer. July 11 at 2 at offices of Morphet, King st, Chapside. Terry, King st.

- Golithly, Francis, Reading, Berks, Grocer. July 16 at 3 at offices of Creed, the Forbury, Reading.
- Goodman, William Cammeyer, Aberdeen pl, Maids Vale, Cattle Dealer. July 5 at 3 at offices of Pain, Marybone rd.
- Grellet, Albert, John Kupli, and Robert de Meuron, Fenchurch st, General Merchants. July 21 at 3 at offices of Waddell and Co, Queen Victoria st. Ditton, Ironmonger lane.
- Gresham, Alfred Hooton, Sheffield, Marble Chimney Manufacturers. July 14 at 3 at offices of Webster and Co, Hartshead, Sheffield.
- Grundon, Samuel, Shillington, Bedford, Hay and Straw Dealer. July 19 at 4 at the Crown Inn, Hitchin. Barker, Hitchin.
- Hall, Samuel, Wolverhampton, Fruiterer. July 15 at 11 at offices of Green, Corporation st, Wolverhampton.
- Harkness, John Boston, Bedford, Hairdresser. July 15 at 11 at George Hotel, Bedford. Jessopp, Bedford.
- Harris, James Charles, Roman rd, North Bow, Cheesemonger. July 9 at 11 at 29, Bromley st, Commercial rd E. Archer, Brayard rd, Peckham.
- Hayter, Charles Frederick, Claybrooke Vicarage, Leicester, Clerk in Holy Orders. July 20 at 12 at offices of Fowler and Co, Friar lane, Leicester.
- Henderson, Robert Elliott, Liverpool, Tailor. July 18 at 11 at office of Paynter, Cable st, Liverpool.
- Hill, Brayshaw Thomas, Devonport, Beerhouse keeper. July 14 at 2 at offices of Rundle, Ker st, Devonport.
- Holdroyd, Sugden, Cleckheaton, Patent Medicine Vendor. July 11 at 3 at offices of Clough, Cleckheaton.
- Holloway, John, Birmingham, out of business. July 13 at 11 at office of Eden, Bennett's hill, Birmingham.
- Hughes, Joseph, Wrexham, Grocer. July 15 at 12 at offices of Acton and Bury, Regent st, Wrexham.
- Huish, George, Forlock, nr Minehead, Somerset, Innkeeper. July 9 at 11 at offices of Foster and Easton, Taunton.
- Humby, John Joseph, Reading, Baker. July 12 at 3 at 18, Forbury, Reading. Creed.
- Ingram, Henry, Coventry, Journeyman Baker. July 15 at 2 at Queens Hotel, Hertford st, Coventry. Parish, Wolverhampton.
- Johnson, James, Aston-justa-Birmingham, General Factor. July 13 at 11 at 1, Newhall st, Birmingham. Robinson and Son, Birmingham.
- Jones, James, Birmingham, General Dealer. July 12 at 3 at offices of Fallows, Cherry st, Birmingham.
- Kearns, Joseph Carden, Liverpool, Manufacturing Stationer. July 13 at 11 at Washington Hotel, Liverpool. Julian, Burslem.
- Landvoigt, Philip Henry, Pratt st, Camden Town, Baker. July 14 at 2 at offices of Johnson, Seymour rd, Marylebone rd.
- Laurence, Tom, Edgeware rd, Hoster. July 15 at 11 at offices of Layton and Jacques, Ely pl.
- Low, Harry, Saxmundham, Suffolk, Butcher. July 14 at 2 at White Hart Inn, Saxmundham. Pollard, Ipswich.
- Luck, Fanny, Uxbridge rd, Ealing, Baker. July 12 at 1 at Feathers Hotel, Ealing. Woolls and Co, Uxbridge.
- Maddock, Thomas, Morriston, Glamorgan, Shoemaker. July 7 at 2 at offices of Thomas, York pl, Swansea.
- Magee, Eli, Hulton Blewit, Somerset, Builder. July 11 at 2 at office of Ward, Abbot chmbrs, Bristol.
- Manning, John, Kingwinford, Stafford, Tailor. July 15 at 3 at office of Waldron, High st, Brierley hill.
- Mercer, Joseph Barnes, Coventry, Confectioner. July 18 at 11 at offices of Goate, Little Park st, Coventry.
- Miles, William, Blackpool, Provision Dealer. July 20 at 11.30 at offices of Dickson, Station rd, Kirkham.
- Moor, Thomas, Whitley, Northumberland, Land Surveyor. July 9 at 3 at offices of Moody, Clayton st West, Newcastle-upon-Tyne.
- Naracut, Charles Arthur, South Heigham, Norwich, Baker. July 14 at 11 at Duke's Palace Inn, Duke st, Norwich.
- Naylor, William Thomas, Lincoln, Tailor. July 13 at 11 at offices of Harrison, Bank st, Lincoln.
- Nowell, William, Stockingford, near Nuneaton, Warwick, Coal Master. July 13 at 2 at Queen's Hotel, Stephenson pl, Birmingham. Ryland and Co, Birmingham.
- Parsons, Frederick, Odell, Bedford, Miller. July 8 at 2 at Swan Hotel, Bedford, in lieu of the place originally named.
- Perceval, James, Buncorn, Chester, Grocer. July 14 at 12 at offices of Day and Lake, Bridge st, Buncorn.
- Read, John, Henry, Whitechurch, Salop, Tailor. July 18 at 1.30 at Crewe Arms Hotel, Crewe. Bidlake, Wellington.
- Richards, Mark, Awworth, Nottingham, Miner. July 13 at 11 at Great Northern Hotel, Kimberley. Stevenson, Nottingham.
- Roberts, Hugh, Aston-in-Mackerfield, Lancaster, Provision Dealer. July 13 at 12 at offices of Appleton and Wright, Leader's buildings, King st, Wigan.
- Roberts, John, Essex rd, Islington, Butcher. July 11 at 11 at offices of Mitchell and Co, Gray's inn.
- Robinson, Benjamin George, Flinstow, Essex, Beerhouse Keeper. July 11 at 3 at offices of Wann, King Edward st, Newgate.
- Rodgeron, Thomas, Newcastle-upon-Tyne, Millwright. July 13 at 3 at offices of Bush and Wilson, Nicholas-bldgs, Newcastle-upon-Tyne.
- Rowland, William Josiah, Bohemia, nr Hastings, Builder. July 8 at 12 at offices of Davenport and Co, Bank bldgs, Hastings.
- Russell, Walter Frederick, Half Moon-crescent, King's Cross, Oil and Colour Man. July 9 at 11 at Old Catherine Wheel-inn, Bishopsgate st Without, Harrison.
- Rutkowski, Aaron, Brushfield st, Bishopsgate Without, Woollen Draper. July 19 at 2 at offices of Parnell, Fenchurch st.
- Shand, William Francis, Ewer st, Southwark, Pickle Manufacturer. July 11 at 3 at Muller's Hotel, Ironmonger-lane. Haro, Pinner's crs, Old Broad st.
- Sharpe, Charles James, Adelaide rd, St John's Wood, of no occupation. July 15 at 3 at 111, Chesapeake Cliff.
- Shingleton, Edward, Byker, Newcastle-upon-Tyne, Draper. July 14 at 11 at Home Trade Association Rooms, York st, Manchester. Parry, Waterloo, Blyth.
- Stevens, Sarah Ann, Whitechurch, Southampton, Harness Maker. July 19 at 3.15 at Shoulder of Mutton Hotel, Fisherton st, Basingstoke, Clarke.
- Sutton, Faulkner James, Wolverton, Buckingham, Grocer. July 15 at 3 at offices of Becka, Denrgate, Northampton. Parrott, Stony Stratford.
- Thistlethwaite, William, Bradford, Wool Broker. July 15 at 11 at offices of Terry and Co, Market st, Bradford.
- Thorpe, John Frederick, Gleadless Common, nr Sheffield, Horse Breaker. July 12 at 11 at offices of Mellor, Queen st, Sheffield.
- Tilley, Thomas Henry, Durham cottages, Manufacturer of Sausages. July 19 at 2 at offices of Eastwood, Great St. Helens, Bishopsgate st Within.
- Upton, George Murray, Ferris rd, Peckham, Gentleman. July 19 at 3 at offices of Seeley, High Holborn.
- Ward, Frederick, Southwark Bridge rd, Brass Finisher. July 14 at 3 at offices of Reader, Holborn Viaduct.
- Watt, William, Crowe, Chester. July 15 at 1.30 at the Royal Hotel Crewe. Sherratt, Kidsgrove.
- Weatherley, Robert, York, Builder. July 12 at 11 at the White Swan Hotel, Pavement, York. Dale, York.
- West, Walter, Cheltenham, Gloucester, Schoolmaster. July 12 at 10 at offices of Smith, Corn Exchange, Cheltenham.
- Williams, John, Pontypriid, Glamorgan, Grocer. July 15 at 12 at offices of Davies, Mill st, Pontypriid.
- Williamson, Edward, Scarborough, Solicitor. July 18 at 1 at the Great Northern Hotel, Railway st, York. Walker & Co, Hull.
- Wood, Edwin Stanley, Park st, Camden Town, Physician. July 18 at 11 at offices of Chilcott, St. Martin's lane.

TUESDAY, July 6, 1881.

- Aplin, Francis Carlile, Harborne, Stafford, Grocer. July 15 at 12 at offices of Hawkes and Weeks, Temple st, Birmingham.
- Arnold, Henry Heard, Plymouth, Ironmonger. July 18 at 12 at offices of Whiteford and Bennett, Courtenay st, Plymouth.
- Arnold, Thomas, Southend, Essex, Farmer. July 19 at 1 at Royal Hotel, Southend. Woodward, Ingram ct, Fenchurch st.
- Ashworth, Walter, Ashworth Mill, nr Rochdale, Lancaster, Fuller. July 18 at 3 at offices of Farrer and Hall, Fountain st, Manchester.
- Bebb, George Henry, Walsall, Stafford, Linen Draper. July 18 at 11 at offices of Wilkinson and Co, Bridge st, Walsall.
- Bisley, Frank, Drummond rd, Bermondsey. July 23 at 12 at offices of Thompson, St Dover st, Borough.
- Blackmore, Sarah Ann, Exeter, Furniture Broker. July 16 at 12 at offices of Southcott, Post Office st, Bedford circus, Exeter.
- Blyth, William John, Aldeby, Norfolk, Farmer. July 21 at 3 at offices of Angell, Blybergate st, Beccles. Wiltshire, Great Yarmouth.
- Brearily, John, Liversedge, York, Contractor. July 19 at 10.30 at offices of Curry, Public Offices, Hightown, Liversedge.
- Budgen, Benjamin, West Hoathly, Sussex, Farmer. July 19 at 2.30 at offices of Peerless and Beshing, Tunbridge Wells.
- Bunkall, Joseph, Downham Market, Norfolk, Butcher. July 20 at 12 at County Court house, Downham Market. Reed and Wayman, Downham Market.
- Burgess, Robert, Altrincham, Chester, Plumber. July 12 at 11 at offices of Simpson and Hockin, Mount st, Manchester.
- Burt, James, jun, North Shields, Chemist. July 18 at 3 at offices of Adamson, Howard st, North Shields.
- Burton, Thomas, Wolverhampton, Furniture Broker. July 20 at 11 at offices of Stratton, Wolverhampton.
- Castro, Richard, Farn st, Aldersgate st, Printer. July 22 at 3 at offices of Kisch and Co, Chancery lane.
- Channon, Thomas Pope, Plymouth, Builder. July 18 at 12 at offices of Pearce, Princess sq, Plymouth.
- Chapman, John, Bradford, York, Tailor. July 13 at 11 at the County Restaurant, Lower Ivegate, Bradford. Wilkinson, Bradford.
- Cristoffer, George Jacob, Forest Hill, Kent, Corn Dealer. July 20 at 2 at the Guildhall Tavern, Gresham st. Turner, Leadenhall.
- Coleman, James, Nottingham, Boot Manufacturer. July 19 at 11.30 at offices of Webster, Brougham chmbrs, Wheeler gate, Nottingham.
- Coles, Thomas Gear, Chippenham, Wilts, Innkeeper. July 15 at 12 at offices of Keary and Co, Chippenham.
- Collins, Howard Wallace, Birmingham, Grocer. July 18 at 3 at offices of Jacques, Temple row, Birmingham.
- Cookson, Charles William, Huddersfield, Yarn Spinner. July 20 at 11 at County Court, Queen st, Huddersfield. Milnes and Swift, Huddersfield.
- Curtayne, William, Queen Victoria st, Colonial Merchant. July 26 at 12 at offices of Barley and Cumberland, Queen Victoria st.
- Diggins, George William, Hindman's rd, East Dulwich, Corn Dealer. July 21 at 3 at offices of Charles, Fenchurch st.
- Dixon, Abraham, Low Worthley, near Leeds, Dyer. July 15 at 3 at offices of Turner and Hewson, Park sq, Leeds.
- Ellis, William Thompson, Sheffield, Grocer. July 19 at 4 at offices of Binney and Co, Queen st chmbrs, Sheffield.
- England, James, jun, Woking, Surrey, of no occupation. July 15 at 3 at offices of Lumley and Lumley, Conduit st, Bond st.
- Faulkner, Alfred, Pritchard rd, Hackney, Jeweller. July 18 at 3 at offices of Reader, Holborn Viaduct.
- Ferguson, Edward, Middleton, Lancaster, Grocer. July 15 at 3 at Mitre Hotel, Cathedral yard, Manchester. Clark, Oldham.
- Fisher, Benjamin Thomas, Accrington, Lancaster, Builder. July 18 at 3 at Mechanics' Institution, Willow sq Accrington. Haworth and Broughton, Accrington.
- Foster, Alfred, Birmingham, Spoon Manufacturer. July 14 at 3 at offices of Simmon, Bennett's hill, Birmingham.
- Forayth, Robert, Ebury street, Pimlico, Butcher. July 20 at 3 at Mason's hall Tavern, Mason's avenue. Rathleigh, Three Crown sq, Southwark.
- Green, Alfred, Old Kent rd, Builder. July 19 at 3 at offices of Fowler and Co, Borough High st.
- Green, Mann Albert, Widmerpool, Nottingham, Coal Merchant. July 18 at 3 at offices of Urnuch and Stroud, Low pavement, Nottingham.
- Hassell, Robert, Rosedale, Westdale, York, Proprietor of Ironstone Mines. July 22 at 1 at the Black Swan Hotel, Coney st, York.
- Pearson, Helmsley.

Harman, John, Alcester, Warwick, Licensed Victualler. July 19 at 10, at offices of Langston & Co, Alcester

Harris, John, Bermondsey New rd, Pawnbroker. July 14 at 3 at offices of Bordan & Co, Victoria House, Trinity st, Southwark

Hatton, Robert, Southgate, Farmer. July 21 at 2 at offices of Stubbs, Bell Yard, Temple Bar

Hearn, Robert Henry, Frederick William Hearn, and Charles Walter Hearn, Ipswich, Corn Merchants. July 18 at 12 at offices of Watney & Co, St. Clement's lane, Lombard st. Gudgeon, Stowmarket

Heritage, Charles, Great Hampton, Worcester, Milk Seller. July 14 at 11 at the Cross Keys, Evesham. Tree & Son, Worcester

Kession, John, Hanley, Stafford, Fish Merchant. July 15 at 11 at the Royal Hotel, Crewe. Ashmall, Hanley

Higginson, Samuel, Burslem, Stafford, Beerhouse Keeper. July 16 at 11 at offices of Jackson, Cheapside, Hanley

Hinchley, James Archer, Harrogate, York, Auctioneer. July 18 at 3 at offices of Lodge & Co, Park row, Leeds

Hindess, Caleb Oram, Brighton, Builder. July 21 at 12 at offices of Stacey & Co, North st, Brighton

Hockaday, John, Manchester, Tailor. July 18 at 2 at offices of Dewhurst, Victoria, Manchester

Horne, Cornelius, Lower Sloane st, Chelsea, Grocer. July 20 at 12 at offices of Newman, Clifford's Inn, Fleet st

Jenkins, David, Ystrad, Rhondda, Glamorgan, Licensed Victualler. July 19 at 12 at offices of Morgan, Mill st, Pontypridd

Kisbee, George, Cheltenham, Draper's Assistant. July 16 at 11 at offices of Clark, Regent st, Cheltenham

Knight, John, Shirenewton, Monmouth, out of business. July 15 at 12 at offices of Gibbs and Llewellyn, Bridge st, Newport

Lloyd, Daniel, Upton-upon-Severn, Worcester, Innkeeper. July 19 at 11 at Talbot-inn, Upton-upon-Severn. Moores and Romney, Tewkesbury

Macdonald, James, Barrow-in-Furness, Lancaster, Stationer. July 19 at 11 at King's Arms Hotel, Dalton rd, Barrow-in-Furness. Sims, Barrow-in-Furness

Mercer, Henry, Gainsborough, Lincoln, Seed Crusher. July 18 at 11 at offices of Plaskitt and Robbs, Silver st, Gainsborough

Meredith, Caroline, Kington, Hereford, Farmer. July 19 at 11 at offices of Pratt and Co, Bridge st, Kington

Meredith, John Meyrick, Chickward, Kington, Hereford, Machinist. July 19 at 11 at offices of Pratt and Co, Bridge st, Kington

Monks, Emanuel, Birmingham, Tin Plate Worker. July 15 at 3 at offices of Parry, Colmore row, Birmingham

Mullord, Alfred, and Thomas Mullord, Corinne rd, Tufnell Park rd, Builders. July 18 at 2 at offices of Pearpoint and Busby, Leicester sq

North, Howard, Bridgnorth, Salop, Licensed Victualler. July 19 at 3 at offices of Miller and Co, Church st, Kidderminster

North, Samuel, and John Cameron Macleod, Aldersgate st, Upholstery Warehousemen. July 25 at 2 at Guildhall Tavern, Gresham st. Reed and Lovell, Guildhall chambers, Basinghall-st

Northmore, John Rexford, Coulston ter, Peckham Rye, no business. July 16 at 3 at offices of Ody, Blackfriars rd

Osborne, Thomas, Birmingham, out of business. July 18 at 11 at offices of Jaques, Temple row, Birmingham

Parker, William, Great Grimshy, Fruit Merchant. July 16 at 2.15 at Yarborough Hotel, Great Grimshy. Middlemiss and Pearce, Hull

Parnell, Henry, Walsall, Nurseryman, July 16 at 10.30 at offices of Rudland, Queen st, Wolverhampton

Pawson, James, Harrogate, Hair Dresser. July 15 at 11 at offices of Crumbe, Stonegate, York. Hirst and Capes, Harrogate

Pearson, John Turner, Middlesbrough, Innkeeper. July 21 at 11 at offices of Wilkes and Wilkes, Zetland rd, Middlesbrough

Petty, Arthur Rupert, Bartholomew close, Little Britain, Beer Retailer. July 14 at 2 at offices of Abbott, Chancery lane

Plomley, William, Rye, Sussex, Veterinary Surgeon. July 13 at 11 at offices of Butler, Watchbell st, Rye

Plumtree, George, Epworth, Lincoln, Butcher. July 18 at 12 at Red Lion Hotel, Epworth. Parkin and Co

Prosser, Frederick, Gloucester, Builder. July 15 at 2 at offices of Hobbs, Clare st, Bristol

Rawnley, Frederick, Halifax, Photographic Artist. July 18 at 11 at offices of Rhodes, Horton st, Halifax

Read, Thomas, Whitechurch, Salop, Mercer. July 18 at 3.30 at Crewe Arms Hotel, Crewe. Bidlake, Wellington

Reechs, George, Manchester, Provision Dealer. July 21 at 3 at offices of Rawes, Bexley sq, Safford

Reed, Daniel, Doncaster, Ironmonger. July 19 at 3 at offices of Fisher, High st bldgs, Doncaster

Richardson, John, jun, Moortown, nr Leeds, out of business. July 18 at 11 at offices of Grisdale, Great George st, Leeds

Roberts, Richard, Bilston, Stafford, Grocer. July 20 at 11 at offices of Green, Corporation st, Wolverhampton

Roake, Henry Charles, Lewisham, out of business. July 18 at 3 at offices of Woolfen Trade Association, Coleman st. Smart, Finsbury pavement

Sawyer, Richard, Elm villas, Hamilton rd, Lower Norwood, Coach Builder. July 20 at 3 at offices of Thompson, Great Dover st, Borough

Sellers, Matthew, Grimsbury, Northampton, Seedman. July 19 at 3 at offices of Kirby and Mace, High st, Banbury

Sharp, Henry, Hampton-in-Arden, Warwick, out of business. July 18 at 5 at offices of Buller and Bickley, Bennett's hill, Birmingham

Sharrock, Robert, Bolton, Lancaster, Joiner. July 20 at 3 at the Commercial Hotel, Townhall square, Bolton. Banks, Preston

Simmons, Thomas, Barrow-in-Furness, Grocer. July 12 at 11 at Temperance hall, Ulverston. Pearson, Ulverston

Smith, Joseph, Keighley, York, Grinder. July 23 at 4 at offices of Robinson and Robinson, Keighley

Stury, William Frederick, Bourne, Lincoln, Carpenter. July 18 at 2.30 at offices of Andrews, Bourne. Deacon and Wilkins, Peterborough

Swaine, Edwin, Bradford, York, Stuff Manufacturer. July 18 at 11 at offices of Terry and Co, Market st, Bradford

Swann, John, Norwich, Bricklayer. July 13 at 12 at offices of Stanley, Bank plain, Norwich

Tester, James, George Tester, and Thomas Tester, Etchingham, Sussex, Smiths. July 15 at 12 at offices of Bolton and Co, Lincoln's inn fields. Aitkens, Ticehurst

Unwin, Oliver, Hulme, Manchester, Baker. July 15 at 3 at the Cathedral Hotel, Long Mill gate, Manchester. Tremewen, Deansgate, Manchester

Wainwright, John, Park ter, Acton, Publisher. July 16 at 2 at offices of Evans, John st, Bedford row

Welch, William James, Nantwich, Chester, Coach Builder. July 25 at 11.30 at the Lamb Hotel. Brooke, Nantwich

West, James, Irchester, Northampton. July 19 at 11.30 at offices of Pearse and Co, Market sq, Wellingborough

Wickes, George Haughton, Waiworth rd, Undertaker. July 20 at 11 at offices of Swan, Camberwell New rd

Woodhouse, William, Rowley Regie, Stafford, Chain Maker. July 16 at 11 at offices of Wright, High st, Cradley Heath, nr Brierley Hill

Woods, John, Cardiff, Plumber. July 19 at 1 at offices of Tribe & Co, Albion chambers, Bristol. Ingledew & Co, Cardiff

Yates, John, Kingston-upon-Hull, Pensioner. July 19 at 3 at offices of Redfern, Bank chmbs, Land of Green Ginger, Hull

Zanetti, Celest, Kirkgate, Leeds, Looking Glass Manufacturer. July 15 at 11 at offices of Lodge & Co, Park row, Leeds

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